IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

RENTRAK CORPORATION, a professional corporation, Plaintiff, v. SIMON BURTON, an individual; JOEL HEDRICK, an individual; VISTA GROUP INTERNATIONAL LIMITED, a limited liability company; and NUMERO LIMITED, a limited liability company, Defendants.	Case No. 3:15-cv-00458-SB July 23, 2015 Portland, Oregon

Motion Hearing

TRANSCRIPT OF PROCEEDINGS

BEFORE THE HONORABLE STACIE F. BECKERMAN

UNITED STATES DISTRICT COURT MAGISTRATE JUDGE

APPEARANCES

FOR THE PLAINTIFF:
Mr. Thomas R. Johnson
Ms. Alletta S. Brenner
Mr. Jeffrey M. Peterson
Perkins Coie, LLP
1120 N.W. Couch Street, 10th Floor
Portland, OR 97209

Ms. Sharon C. Peters
Lewis Brisbois Bisgaard & Smith LLP
888 S.W. Fifth Avenue, Suite 600
Portland, OR 97204

FOR DEFENDANTS VISTA GROUP INTERNATIONAL AND NUMERO LIMITED:
Mr. Robert A. Shlachter
Mr. Keil M. Mueller
Stoll Stoll Berne Lokting & Shlachter, PC
209 S.W. Oak Street, Suite 500
Portland, OR 97204

FOR DEFENDANTS BURTON AND HEDRICK:
Mr. David Richard Johanson
Hawkins Parnell Thackston & Young
1776 Second Street
Napa, CA 94559

Mr. Christopher C.S. Blattner
Motschenbacker & Blattner, LLP
117 S.W. Taylor, Suite 200
Portland, OR 97204

COURT REPORTER:
Bonita J. Shumway, CSR, RMR, CRR
United States District Courthouse
1000 S.W. Third Ave., Room 301
Portland, OR 97204
(503) 326-8188

(P R O C E E D I N G S)

THE CLERK: Your Honor, we are here on the matter of Rentrak Corporation v. Burton, et al., Civil Case No. 3-15-cv-00458-SB, for oral argument on the motions to dismiss, Docket Nos. 6, 12, and 27, and the joint motion to strike portions of declarations filed in opposition to defendants' motion to dismiss, Docket No. 47.

Counsel, please state your appearances for the record, beginning with plaintiff.

MR. PETERSON: Your Honor, Jeff Peterson for Rentrak Corporation.

MS. PETERS: Sharon Peters for Rentrak Corporation.

MR. JOHNSON: Tom Johnson for Rentrak Corporation.

MS. BRENNER: Alletta Brenner for Rentrak Corporation.

MR. MUELLER: Keil Mueller on behalf of Defendants Vista Group International Limited and Numero Limited.

MR. SHLACHTER: Good morning, Your Honor. Robert Shlachter on behalf of Defendants Vista Group International and Numero Limited.

MR. JOHANSON: Good morning, Your Honor. David Johanson here for Joel Hedrick and Simon Burton.

THE COURT: Welcome to Portland.

MR. BLATTNER: Good morning, Your Honor. Christopher Blattner, also here for Mr. Burton and Mr. Hedrick.

THE COURT: Okay. Thank you.

Good morning, everybody. I'd like to start with the 12(b)(2) motion, and although that is defendants' motion, since defendants had the last word in the reply brief, I'd actually like to first hear from Rentrak first, both because I'd like to give you a chance to respond to those reply briefs, and also noting that you do bear the burden of steps one and two of the specific jurisdiction test.

Let me give you a few questions. I'm sure you'll probably answer them, in any event, but the questions I'm curious about in your response are defendants' argument in the reply brief is that the collaboration agreement is irrelevant because VES was not -- was the party to that contract, not Vista. Also, the defendants' argument about the *Bancroft & Masters* line of cases were superseded by *Walden* and *Picot*, and where that leaves them if that's the case.

And third, you've touched on this in your response, but if you could say more about defendants' argument that subjecting these three particular defendants to jurisdiction in Oregon would be unreasonable, addressing some of the reasons that they've cited.

Keep that in mind, Mr. Johnson.

MR. JOHNSON: Thank you, Your Honor.

Yeah, two of the things I wanted to talk about -- and I'll talk about the unreasonableness also -- were first of all whether *Walden* has changed the framework for personal jurisdiction jurisprudence; and the second question, what are the contacts here, and the collaboration agreement is one of the contacts that I'll talk about.

So first of all, it's our contention that *Walden* has not changed the landscape for personal jurisdiction, and to any extent it does, it doesn't make any difference here. What *Walden* said was, "An injury is jurisdictionally relevant only insofar as it shows the defendant has formed a contact with the forum state."

So what does the injury show is what the Court is asking about. It's our contention that the Ninth Circuit jurisprudence has not been changed here. The Ninth Circuit jurisprudence has been an express aiming test, and what *Bancroft* said -- and I'll get to *Bancroft* in a minute and why it's not overruled. What *Bancroft* said was you can't just have that it's foreseeable that your actions have some effect in the forum state. There has to be, quote/unquote, something more.

And so in *Walden*, what the court -- the court embraced two of the building block cases for personal jurisdiction, the *Burger King* case and the *Calder* case. And it's our contention that these cases form two strong principles in personal jurisprudence that remain post *Walden*.

The first is that the contact of -- that the defendant has can be derivative in some way of the plaintiff.

It can flow through the plaintiff.

The second fundamental principle is that the nature of the harm is relevant to the Court's consideration of that contact.

So in the *Burger King* case, there you had a guy in Michigan who entered into a franchise relationship with Burger King. If he needed new cups or new lids or the straws were wrong, he talked to somebody in Michigan. But the court found as persuasive and important the fact that he had entered into this relationship, this ongoing relationship with a plaintiff in Florida, and there was a choice-of-law provision saying that Florida law controlled. And so there, as to this derivative nature of the plaintiff concept that I talked about, there, without the plaintiff, without Burger King, that person in Michigan had absolutely no connection to Florida.

And then secondly, with *Calder*, the principle of the nature of the harm. There you had an editor and a writer from National Inquirer. They didn't go to California. They didn't write the article and then pass it out on the street or sell it anywhere. They just wrote it and edited it. And what the court found persuasive there in terms of them having a contact, that National Inquirer having a contact with Florida, was what is the harm to this individual, this plaintiff? It was the reputational harm within that area. That reputational harm existed only because the plaintiff resided there.

And what the court talked about was, well, the article referred to California and talked about some events in California. Well, those events only happened in California because the plaintiff resided there and that was where that person, their livelihood existed.

And so those are the two important principles that applied in this case.

So because of the way the plaintiffs -- or the defendants here are trying to read *Walden*, it's to take -- it's to strip out the plaintiff and say the plaintiff is irrelevant to the contact discussion, when all of the cases in -- post-*Walden* cases are still talking about the plaintiff and what is the harm to that plaintiff and how do those contacts become relevant jurisdictionally because of that harm. Because if you strip out the plaintiff completely, you would just have a general jurisdiction test, which there still is the separation of specific jurisdiction and general jurisdiction, and that has not been conflated, and that's what we are arguing that defendants are trying to do.

So you still have this express aiming test in the Ninth Circuit. So why is *Bancroft* not gone? Why has it not been supplanted?

Well, there are several reasons. One is that *Walden*, in the briefs that go to the Supreme Court in *Walden*, the express aiming test is cited. They understand that the express aiming test exists in the Ninth Circuit, and *Walden* says nothing about that test being overruled in any way.

There's one Ninth Circuit case post *Walden* that the defendants rely heavily on, the *Picot* case. While *Bancroft* and all the express aiming cases are going to be overruled subsequent to *Walden*, you would certainly think that *Picot* would say that. *Picot* says absolutely nothing about that. *Picot*, in fact, cites to the *Brayton* case, which is *Brayton Purcell v. Recordon*, 606 F.3d 1124. That case is an express aiming case and, in fact, *Brayton* cites *Bancroft*.

So there's no evidence that *Picot* actually overruled or believed that the *Bancroft* line of cases was overruled in light of *Walden*.

There's one case that I think it was -- it's just maybe Hedrick's counsel that cited as supporting the idea in the Ninth Circuit that *Bancroft* was overruled. And that's the *Michael v. New Century* case. And on page 17 of their reply, they say the case -- they quote the court as saying -- it's Judge Freeman down in the Northern District of California. Judge Freeman writes that the plaintiff in that case cites a series of cases, but these cases have been overruled subsequent to *Walden*.

And so Hedrick's counsel cites that and says, see, *Bancroft* is overruled. But if you actually go to -- and then Judge Freeman cites pages 6 to 8 of the opposition to the motion to dismiss on the 12(b)(2) motion, saying, okay, these are the cases that we're talking about.

Well, if you actually go to that brief, Your Honor -- which I have a copy of for you -- *Bancroft* and those cases are not the cases that Judge Freeman is saying are being overruled. Those cases are all consistent with our reading of *Walden*. The cases that Judge Freeman is saying are being overruled are all cases where -- and this is our reading of *Walden*, that where the injury was specific to the plaintiff, it was the lack of access to funds, where that injury could be felt wherever that plaintiff was.

In *New Century*, the facts of that case were there was a judgment in another jurisdiction. That plaintiff just happened to move to California and couldn't access funds through California. And the point of *Walden* is wherever Michael, the plaintiff in the *New Century* case was, he would be unable to get those funds. And those are the cases that Judge Freeman is saying are overruled in -- by virtue of *Walden*. So --

THE COURT: What about the holding in *Walden* that the plaintiff cannot be the only link between defendant and the forum state? Is that perhaps what we have here?

MR. JOHNSON: No, we don't have that.

And just to make another point about the cases that they cite, they cite also the *Bittorrent* case as saying that

that is evidence of *Walden's* being overruled. If you actually read the *Bittorent* case, and you read page 5 of that case, the court states that the *Walden* factual scenario is an extreme factual scenario.

So here, getting into the contact -- so no, we don't have a situation where there is some kind of attenuated or fortuitous contact between the plaintiff and the defendant here, the defendant reaching into this forum. Here are -- I'll get first of all to the collaboration agreement. Here are all of the contacts that these defendants have with the plaintiff and with this forum, and some of those contacts are through the plaintiff -- through Rentrak Corporation, which is consistent with *Calder* and *Burger King*.

THE COURT: Are we starting with Vista or Numero?

MR. JOHNSON: Yeah, I can break it apart.

THE COURT: Let's break it apart for me.

MR. JOHNSON: Let's talk first about the collaboration agreement.

So the Defendants Vista and Numero do make a big deal in their reply brief about the collaboration agreement. And we think that it's okay they make a big deal about it because we feel like it's a very big deal. My client feels like the collaboration agreement is extremely relevant to this.

The defendants cite the statement that we made in our motion to file something under seal that the collaboration agreement is not at issue in this case. And that was our reading of what the standard is to file something under seal. We're not saying that there's a breach of that agreement. We haven't alleged that. We're not saying it's not relevant to this case.

The collaboration agreement -- and I have a timeline, Your Honor, that I'll -- Can I pass this up to you?

THE COURT: Certainly.

MR. JOHNSON: (Handing.)

THE COURT: Do the defendants have a copy?

MR. JOHNSON: Pardon?

THE COURT: Do the defendants have a copy?

MR. JOHNSON: Yes. I'll give them a copy. (Handing.)

So -- and I'm not -- obviously, Your Honor, we won't be able to get through that entire -- we had originally set this for an hour, and we're going to try to do that. There's more to cover there than an hour.

So the collaboration agreement begins to be negotiated in December-November of 2012.

THE COURT: Between which parties?

MR. JOHNSON: Vista and Rentrak Corporation. And I'll get to this VES distinction that they're making with respect to that.

So at the same time, the evidence shows, in light of the emails that we've recently -- we've recently put into evidence, and Ms. Brenner, my colleague, can -- to the extent you have any questions about the motion to strike and our response to that, Ms. Brenner is prepared to do that.

So at the same time that we are negotiating this collaboration agreement with the defendants, they are talking to two of our senior people, two of our officers. They're talking to Mr. Hedrick and talking to Mr. Burton, unbeknownst to us in any way.

Now, there's no way that we would have entered into this collaboration agreement knowing that they were talking to two of our employees about inducing them to take confidential information from the company to put together a business plan that is based on our confidential information and our trade secrets, and to launch a competing business that is based on that technology.

Now, they in their reply brief talk about how, well, the file specifications aren't trade secrets and that's not confidential. And we're more than happy to have a group of people sit there (indicating) and debate those topics, but it's our contention that they are our trade secrets and our proprietary information.

So at the same time they're talking to our employees about taking our trade secrets, they're coming in and negotiating with us a collaboration agreement. And how that would help Numero is that at the time we're thinking that Vista is just -- just deals with the cinemas. So they deal with the cinemas, they deal with ticketing technology. So they're coming in to get information about the United States, about theaters that we work with that don't have the technological advances, in order to provide some of that information into our -- seamlessly into our Box Office Essentials technology, and they're talking about how they can get that information without us knowing that once they have that, they'll be able to be more competitive with us with respect to a competing technology at the subscriber, the studio-reporting level. That's our allegation, and that's why it's relevant here.

So they have two responses to that that I can see in their brief. The first is that well, you know, VES and Vista are not the same company. But as we've put in our declarations, they have the same address, okay, they have the same directors and employees. They share directors and they have the same employees.

And in the Sandvig declaration, Exhibit 10, which is their -- and they went public, Vista went public subsequent to this, it talks about how Vista operates through its companies, talks about how VES is the core of the business. VES was actually the first company in the Vista Group, and they later formed Vista Group. VES is the core of that business.

It talks about -- it doesn't talk about how Vista

Group is a holding company, it talks about Vista Group is a company acting through its subsidiaries. This isn't Ford Motor Company that has some kind of rubber plant somewhere in Eritrea or somewhere. This is a business that's all located in the same office, the same group of people, all operating together.

And the other argument that they make is that well, VES has nothing to do with Numero, which is -- our allegations -- and our allegations and our evidence we've put in through the affidavits would control for purposes of the posture of this case now. If you look at that IPO filing, this is what they're telling their prospective shareholders. If you look at page 34 and page 37 of the declaration of -- Exhibit 10 of the declaration of Ann Sandvig, they talk about how it's their intent, Vista's intent to leverage the know-how, information and technology of VES in helping Numero become successful.

And what does that document also say about who Numero's competitors is in the risk categories? It talks about their competitor is Rentrak. They're going after Rentrak's business.

And so I'm sure they're going to get up and talk about how, oh, we're just talking about Australia, and all this is about Australia. But that's not what this is about. They're talking in their IPO documents about targeting Rentrak's business, and Vista Group, if you look at that IPO document, talks all about it, page 41 and all over the document, how they are a global business. They never say in any declaration that they don't have any intent to be competitive with Rentrak in its core business in the United States and elsewhere.

And the other connection between VES and Numero which is interesting is that when Numero was formed, VES was the 100 percent shareholder. Now Vista Group is the shareholder, 50 percent, and Burton and Hedrick are the minority shareholders. But VES was the 100 percent shareholder of Numero when it was formed. So you can't come in here in court and say, oh, VES has nothing to do with Numero.

So that's the --

THE COURT: Let me ask one more question about that.

MR. JOHNSON: Sure.

THE COURT: So if we accept that Vista and VES and Numero are all related and there's some overlap, technically VES is still a subsidiary of Vista; is that right?

MR. JOHNSON: Yeah. I think from the documents they are a subsidiary of Vista Group.

THE COURT: And is there authority for looking at the subsidiary's contacts with the forum state to impute those to the parent company?

MR. JOHNSON: Your Honor, I think there's nothing that we saw that's not contrary to that point in any of the jurisdictional cases, especially in light of all the connections we have alleged. Our allegation is that they are an agent of Vista Group.

So what are the other connections? Well, after -- so Vista/Numero, after the collaboration agreement and the contact -- and they actually came to Oregon to get that technology, which is, our allegation, part of the scheme here. They came to Oregon to get that information.

So other contacts with Oregon that are jurisdictionally relevant --

THE COURT: Let me ask you again just to clarify. What do you mean, "they came to Oregon to get that technology"?

MR. JOHNSON: So if you look at the timeline, the deal with Vista and Rentrak was signed in February 2013, and then in -- if you look at 6-13 in red, it says, "Per collaboration agreement, Vista sends reps to Oregon and acquires the confidential exhibitor information." And that's in the Pitzer declaration, paragraph 8.

THE COURT: But would that only apply to Vista because Numero wasn't formed yet?

MR. JOHNSON: So we would have the same argument with respect to Numero, Your Honor, that they are an agent of Vista for -- for purposes of this.

THE COURT: So you would --

MR. JOHNSON: But it's the same -- and it's the same people. Our argument is when you talk about Vista, Numero, VES, it's all the same people, all located at the same -- in the same address. They're all talking to each other. You can't -- they can't pull it apart and say, oh, well, that was -- that was our people just for VES that we're coming to talk to in Oregon, it's not Numero down the hall, when in their IPO they talk all about how VES is going to -- they're going to utilize VES to leverage success for Numero in their competition with Rentrak.

THE COURT: Okay.

MR. JOHNSON: So the second contact for Vista/Numero would be Burton's employment agreement. So Burton has an employment agreement, and he hasn't moved to dismiss this case based on personal jurisdiction. That employment agreement had a noncompetition agreement and confidentiality obligations which are ongoing. It specifies that Oregon is the place for any lawsuit.

THE COURT: Is there evidence in the record that Vista and Numero were aware of the terms of that employment agreement?

MR. JOHNSON: So the interference with that contract that we would allege is all of the emails that show that Kirk Senior and Murray Holdaway, the founders of Vista, are talking with them and inducing them to breach this agreement. And so the point that the defendants make in their reply brief is that well, we didn't know about that. Okay? And so we didn't get notice of that until you and Mr. Johnson sent that us to in 2014.

And we did, we sent it to them in 2014. They make the argument that we sent it to Movio, which is again in the same office. The same lawyer who represents Vista Group represents Movio. But it's not a get-out-of-jail card for them to say that hey, you know, everything we did prior to that point -- or post that point is okay because we only got notice of this in April of 2014.

My letter references and the agreement talks about ongoing obligations to Mr. Burton, and the noncompetition agreement and the confidentiality obligations at that point were ongoing. And so post that letter, even if you accept the argument that oh, he didn't know about it until they gave notice to him, which I think is a little farfetched that a company like Vista, talking to two senior officers of the company, wouldn't know that they have confidentiality and noncompetition obligations in some way with that person, such that they should have ask that person what their obligations are.

But even post, our argument and our allegations in this case are that after getting that letter, you still launch Numero. We've alleged that Numero is based on our technology. Post getting that letter, you have Hedrick and Burton, on behalf of Numero and Vista, reaching out to Reading, who is one of the exhibitor clients of Rentrak Corporation here in Oregon, and soliciting, getting the confidential information that is developed and fostered and maintained here in Oregon, in an office out near the airport, that post getting that letter, you are breaching that agreement. You are inducing Burton to breach his agreement. So that's Burton's employment agreement with respect to Vista/Numero.

The third contact with Oregon that we would allege is the misappropriation of trade secrets. And there, there is this string of case law all over the country, but a couple of relevant cases for your consideration on these issues are the *Alternative Legal Solutions* case *v. Ferman*. It's a 2008 Westlaw 65584, a Judge King case; and *Unicru v. Brenner* -- no affiliation with my colleague, Ms. Brenner -- 2004 Westlaw 685276.

And in the *Alternative Legal Solutions*, quoting Judge Mosman in the *Unicru* case, the Court states that "Defendants were subject to personal jurisdiction in Oregon if they sought to steal confidential information and use the trade secrets wrongfully in their position as a direct competitor of plaintiff."

So stealing the trade secrets of a company can be a basis for a contact.

THE COURT: And to be specific here, specifically what trade secrets are you alleging were stolen?

MR. JOHNSON: So there are a few. There are the file specifications we talked about in the complaint, and those are -- such as the data that exists, but when exhibitors report up to our Box Office Essentials system, our software, we ask them to send that information in specific format, in specific ways. It's in software that is developed here, maintained and fostered in Oregon.

The other -- another trade secret that we are alleging that has been infringed here is the rate card pricing model. When we go out with our subscribers, they each have very specific pricing needs. They're not published anywhere. And that, we have alleged that Mr. Burton was out talking to other studios about what that pricing was for Rentrak, and saying, hey, you know, you're not getting a good deal, you're getting a worse deal here, those kinds of things, breaching those obligations.

But in terms of -- so the misappropriation of trade secrets claim. If you look at the Pitzer declaration, we talk all about how that technology is developed. Pitzer is the head of the technology division, which is located in Portland. And it's all about how that technology is developed, what that technology is, and the group of people here in Portland that develop and maintain that business.

So we allege that throughout this, from the beginning, when Kirk Senior is talking to them in December of 2012, to the present day, this Reading, when Hedrick is reaching out to Reading a couple months ago, before we filed this lawsuit, and saying, hey, you know, when you -- when you report to us, I want you to use the file specifications that are -- you use in the U.S., which are our file specifications.

So our allegation is that Numero and Vista went out and targeted our confidential information. And under the *Unicru* case, under the Judge King case -- sorry, the *Alternative Legal Solutions* case, that forms a contact.

And post *Walden*, too, if you look at the *United Tactical* case in this circuit, post *Walden*, post *Picot*, it still talks about those kinds of things forming the basis for a contact with Oregon.

In that case, you had a company entering into a settlement agreement, a competitor of the company in Oregon entering into a settlement agreement in Indiana and signing a guarantee in Indiana, knowing that litigation would ensue with that company in California as a result of signing that settlement agreement, and that settlement agreement was all about the intellectual property of pepper balls, which are apparently something that people shoot each other, which I was unaware of.

So that's the second -- that's the third contact.

THE COURT: Let me pause there.

In terms of that technology that you mentioned, the file specifications, the pricing models, is that all technology that was developed by Rentrak or by Nielsen EDI?

MR. JOHNSON: It was developed by Rentrak here in Oregon.

THE COURT: All of that?

MR. JOHNSON: Yes.

THE COURT: So you're not alleging that the defendants misappropriated any confidential information that was initially developed by Nielsen EDI?

MR. JOHNSON: I can't make that blanket statement right now in court. It's not my understanding that we are. I can't -- I won't foreclose later that we are alleging some technology of Nielsen.

And to the extent that Nielsen EDI developed any of the file specifications, in the Pitzer declaration, it was refined in Oregon, improved in Oregon, maintained in Oregon currently.

The fourth contact between the defendants Numero/Vista and Rentrak here in Oregon and the forum here in Oregon as a result of that is the tortious interference with third-party contracts. So Rentrak Corporation is a worldwide business, just as Vista is a worldwide business, and we have relationships with both exhibitors and subscribers to theaters around the world, theater chains and movie studios, to facilitate our business and our technology. And those are -- those are contracts -- those are relationships that Rentrak corporate has here in Oregon with those people, no matter where they are.

Reading -- and I'm sure the defendants will talk about, well, we're just talking about theaters in Australia and New Zealand. That's a relationship that Rentrak corporate has. So when they are -- Hedrick, when he's employed by Numero and Vista and he's out talking to Reading, saying, hey, use the file specifications that you use in the United States, that's our relationship with Reading.

And when Burton is out talking to studios -- and Burton even alleges in his counterclaims, part of his counterclaim is that we somehow defamed him with this lawsuit because he was out about to form deals with these -- with other subscribers, movie studios who he had relationships with, and that this lawsuit thwarted those efforts. Those are relationships, the studio relationships are relationships that Rentrak corporate here in Oregon has with those studios down, many of them, in L.A.

So when you're intentionally interfering with Rentrak Corporation's relationships with people, third parties, that creates a contact, and that is -- that's consistent with cases that are pre *Walden*, post *Walden*. That's consistent with that idea that interfering with those types of relationships and the impact that it can have on your business and how that creates a contact with the forum state is evident in the *Evergreen* case, a Judge Papak case that was pre *Walden*; the *Exobox* case, which is in this circuit, a district court case post *Walden*; and consistent with the court's holding in *United Tactical*, which is a post-*Walden*, post-*Picot* case.

And then if we get to Hedrick, okay --

THE COURT: Let me ask you one more question. The argument on the fourth point is that by interfering with these contracts down in Los Angeles, it impacts Rentrak because they have relationships with those Los Angeles clients?

MR. JOHNSON: Yes. And we have direct relationships with them through Rentrak corporate, and also the interference itself is the misappropriation of trade secrets, which are maintained, fostered, developed here in Oregon.

So if we get to Hedrick, then, some of it is the same. So we've alleged that Hedrick induced the breach of Burton's employment agreement, and we've -- you know, to be honest at this point, we believe that Hedrick certainly was inducing the breach of Burton's employment agreement. I think that we'll find that Burton was a little bit inducing the breach of Hedrick's employment agreement, too, because, you know, it's kind of like, okay, if you go, I go kind of thing. We don't know that yet. We haven't -- I haven't talked to them.

But Hedrick has a direct relationship -- and under the breach of contract claim that we've alleged against him, it's a little bit different because it's a purposeful -- we have tortious claims against him which kind of flow out of the same kind of analysis, this purposeful direction, but we also have a purposeful availment argument with respect to Hedrick because we allege that he formed a -- and he had an ongoing employment relationship with Rentrak corporate.

And just putting aside the whole how his employment contract came in through Nielsen, we can just rely here, Your Honor, and we don't -- we're not foregoing that argument, but we can rely on him signing the code of business conduct that he -- he got that on his computer wherever he was and he clicked and accepted the terms of that agreement. There's no support, and Hedrick's reply brief kind of just glosses over the code of business conduct that talks about the ongoing confidentiality obligations that he had to Rentrak Corporation.

THE COURT: Is that relationship, the code and the fact that he signed or clicked through the code of business conduct --

MR. JOHNSON: Yes.

THE COURT: -- is that, standing alone, enough to subject him to personal jurisdiction?

MR. JOHNSON: We believe so, Your Honor, but then there are also so many others -- so in terms of purposeful availment, what the courts look at are what are the terms of the -- what are the terms of the relationship, what are -- what's the course of dealing and what's the ongoing obligations that the parties have. And in the -- you don't need physical contact with the state in order to have a contact with that state sufficient under an employment-type relationship, and Judge Simon's case in the *Ott* case is something we've cited. The *Burger King* case itself, there was no physical contact there. That was under more of a contract purposeful availment-type analysis.

But we put in the Ilg declaration, we put in the Pitzer declaration, the declaration of -- the Peachey declaration, all to fortify the argument that there were all of these ongoing relationships, this ongoing relationship between Mr. Hedrick and Rentrak corporate here in Oregon.

THE COURT: What do you base the -- I guess kind of blanket statement that Mr. Hedrick was frequently, or at least at times in contact with Rentrak corporate via email and telephone calls? Have you actually gone back to add up emails and phone calls or is that just kind of an assumption that as an employee, he had these contacts?

MR. JOHNSON: We have not tabulated any of the emails that he sent back at all. But if you look at the Giambra -- so Giambra was one of his -- Ron Giambra was one of his principal supervisors, someone he reported to.

THE COURT: He wasn't located in Oregon, was he?

MR. JOHNSON: He was not located in Oregon. But his -- his testimony in his declaration was that there was that frequent contact, and he certainly has firsthand knowledge of telephone calls or conference calls that people were on.

And then the Peachey declaration talks about, well, this idea that Rentrak Australia or New Zealand is some kind of freestanding entity, that we're by ourselves and we have nothing to do with Rentrak corporate. Well, they were frequently out of funds, and so you would have to talk to them for -- to get payroll paid and to get money sent in for strategic endeavors that they wanted to do wherever they were. If he ever wanted his benefits to be changed, he'd talk to Rentrak corporate in Oregon. If he wanted to hire or fire anyone, he's talking to Rentrak corporate.

And these are, if you look at the *Ott* case, *Burger King*, we think more than sufficient to form that personal contact with the forum state.

When there were technical issues he needed to do, he talked to Mr. Pitzer and his team through these tickets that Mr. Pitzer talks about, the amount of -- the number of tickets, that there was some tabulation of that when Mr. Hedrick was -- came in through Nielsen, through the acquisition, he was oriented to the Rentrak way of business. He came to Oregon for that orientation.

THE COURT: And let me ask Ms. Brenner about the tickets.

And I don't have a lot of questions about the motion that you're prepared to argue, but just as you've raised the tickets, and in terms of whether this is something I shouldn't be considering, could you just briefly address the defendants' hearsay objections to my consideration of the tickets.

MS. BRENNER: Yes, Your Honor.

I would encourage you to look at paragraph 7 in the Pitzer declaration, at the very last two sentences there, which is what they've raised their objection to. Mr. Pitzer simply states that Mr. Hedrick had a significant level of engagement, and that in a two-month period, Mr. Hedrick provided 40 comments on tickets.

And the point of all of that is to say that, as Your Honor is well aware, simply the fact that someone made a communication is not hearsay here. Mr. Pitzer doesn't represent in any form what those comments were, what was being said, and for the same reason the best evidence rule doesn't apply, as we argued this point in our brief, because the proof of what is said, that's not even in dispute here, that's not being talked about. We're not trying to prove up what the contents of these comments were. And so we believe just on the face of it, it is clear that this is not hearsay and the best evidence rule here does not apply.

THE COURT: Okay. Thank you. That's very helpful.

Mr. Johnson, back to you. I'm struggling a little bit with your argument that solely clicking on a code of business conduct, professional conduct is enough to subject someone to personal jurisdiction. I think that argument would mean that any Rentrak employee worldwide would be subject to personal jurisdiction in the District of Oregon. Would that be your position?

MR. JOHNSON: So I guess, Your Honor, you're right, I would agree that just clicking -- just if Hedrick, if the only fact we had was that some employee, some, you know, low-level employee -- because this is sent out to many employees with the company -- clicks on that from anywhere, that may not be a sufficient basis by itself to form personal jurisdiction in this forum. But he's not just a low-level employee. He is a -- he's an officer of the company, we've alleged. He certainly was a director within his business, director level.

Also relevant there was the ongoing nature of the relationship in all of the declarations that we've had. And so -- so not just the fact that he entered into that, he clicked on to it, but then he -- you know, those obligations were ongoing in Oregon, owed to us, and throughout his work as an officer or director-level employee was meant to comply with those confidentiality obligations with respect to him and the people he worked for and how he had to interface with Oregon in order to do his job. So we're not just relying on that by itself to form that contact under the purposeful availment.

THE COURT: So my running list for Mr. Hedrick is that that issue as well as the regular contact with Rentrak corporate in Oregon via email and phone and whatnot.

MR. JOHNSON: Yes.

THE COURT: Is that the entirety of Hedrick list?

MR. JOHNSON: That's the Hedrick list with respect to purposeful availment.

But under the purposeful direction test, you have him inducing the breach of Burton's employment agreement. You also have all the same arguments with respect to the *Unicru* case, with respect to the misappropriation of trade secrets. He misappropriated -- he as an employee of Rentrak knew better than anyone when he's talking to Mr. Pitzer on a semi-frequent or frequent basis, depending upon how you want to read Mr. Pitzer's declaration, Mr. Giambra's declaration, he's in frequent contact with them. He certainly knows where the home base is, and where the home base is in terms of the technology that he took when he went to Vista/Numero, the technology that he's taking in the use of his own new venture, competing venture, when he's telling Reading to use those file specifications, indicating -- we would argue that they're using that in their core Numero business.

So the misappropriation is viable, we think, with respect to both Vista/Numero and with respect to evidence.

THE COURT: In regard to the inducement of the breach of the Burton employment contact, when did -- do you have any evidence of when Mr. Hedrick became aware of the terms of Mr. Burton's employment contract, if ever?

MR. JOHNSON: We don't, Your Honor. We would say, in light of the fact that they were all in cahoots together, that certainly once -- it can be -- it's reasonable to infer that certainly when he sent it on to Movio, that he was aware of it at that time. To the extent that he didn't know about it beforehand, we have not -- we have not currently found a copy of a Hedrick employment agreement similar to the Burton employment agreement, so to the extent that he was aware of that because other employees had those, it's certainly a question I would like to ask Mr. Hedrick.

THE COURT: Let's get to the third prong that is the defendants' burden. I paused at your -- having been on a flight to Australia, which is a very long flight, I paused at your comment that the travel back and forth was no big deal. But if you would address all -- in summary all the factors that the defendants cite as to why it isn't reasonable to bring these Australia and New Zealand folks into an Oregon court.

MR. JOHNSON: You know, strategically, I guess I kind of feel like they've made some of these arguments, these New Zealand and Australia-centric arguments, it's kind of backhanded or back door way for them to bring a forum non conveniens argument. And in that case, you know, the posture of the unreasonable prong is that they have to make a compelling showing that it would be unreasonable to exercise the jurisdiction here. And the only case I saw, in the cases I looked at, where they passed all the tests and then it's unreasonable I think was -- I think it was actually Judge Simon's case in the opinion in the *Ott* case, where the guy was terminally ill and dying in New Hampshire, and Judge Simon decided on it. But I think that's the case, from my recollection of that, reading that case.

But here it would be unreasonable for us to have to -- a U.S. company, an Oregon corporation, with all of these obligations that are owed, these legal obligations that are owed to us in Oregon, forming all of these agreements, our third-party agreements, our employment agreements, our -- the protections that we have under the U.S. law for our trade secrets, to make us litigate that in Australia or New Zealand, we would say would be fundamentally unfair.

It's not unfair for them to litigate this case when they -- in Oregon, when they targeted us, targeted our business to develop a competing business by talking to our employees and taking them out of our company, using our trade secrets.

We put in the Kirk Senior -- in the emails by Kirk Senior that he's asking for financial projections for this business in the latest documents. We put them in the Pitzer declaration because they objected to us talking about them and not putting them in, so we put them in.

Our contention is that those financial projections are based entirely on our confidential information, our pricing information, and so -- and all of those obligations are owed to us in Oregon. Many of the witnesses that will be at trial will be in from California. There will be people from Reading. Reading is a company based in the United States. The studios, based in the United States. So --

THE COURT: Can you think of any witnesses from Oregon?

MR. JOHNSON: What?

THE COURT: Can you think of any witnesses from Oregon?

MR. JOHNSON: All of the Rentrak witnesses, all of the people that are -- a fundamental issue that they've raised in their reply brief and that we recognize that a group of jurors will be forced to talk about and decide is what are these trade secrets, are these trade secrets, are they protectable. All of the witnesses that we would -- not all the witnesses, but the bulk of the witnesses that we would offer are all based in Oregon. They're people that work around this technology every day. And so they're all based in Oregon.

And we also talk about how we wouldn't have -- this

U.S. corporation with all of these obligations owed to us by virtue of the fact we're here on contracts that are based here with us would not have the same protections of the law in Australia.

Defendants haven't systematized in the west coast of the United States. They have offices in the United States. They -- despite the Exhibit 10 in the Sandvig declaration that talks all about them as a global business, they, in their briefs -- and I'm certain that they'll argue it today -- they're going to talk about how we're just this small company down in Australia and New Zealand. That assertion is belied by the IPO that they were sending out to -- the IPO materials that they were sending out to prospective shareholders.

THE COURT: Okay. Thank you. You've taken up 56 minutes of the hour. You've left these guys two minutes each.

MR. JOHNSON: I apologize.

THE COURT: I knew it would take longer than an hour.

Let me hear next from Vista.

MR. SHLACHTER: Thank you, Your Honor. Again, my name is Robert Shlachter.

I will be touching on some of the issues involving Mr. Hedrick. In the interests of time, most of my arguments will apply to Mr. Hedrick, but I think Mr. Johanson will also make some comments.

I want to start just with the collaboration agreement and then go back over some things. It's interesting that Mr. Johnson says this is a big deal, this collaboration agreement. Well, that's very interesting because not only did they say in their motion to seal that the terms of the collaboration agreement are not really involved in this lawsuit and not at issue -- that's their own statement -- but they filed the lawsuit in March of 2015. There's not one mention of a collaboration agreement. There's not one mention of Vista Entertainment Solutions. There's not one mention of an attempt to obtain confidential information from small theaters who handle their box office data manually, a few theaters in the U.S., because that's what the collaboration agreement is about. It has nothing to do with this lawsuit. If it had something to do with this lawsuit, they would have put it front and center and claim the collaboration agreement has been breached.

Also, they don't point out that the collaboration agreement has nothing about noncompetition, nothing at all.

So what we have here with the collaboration agreement is a classic case of distraction, because specific jurisdiction is based upon the acts and the connection between the acts and the forum state upon which the claims are based. There are no claims in this case based on a collaboration agreement which involves a different company, small theaters, a few in the United States that manually report box office.

What this case is about, what it's really about is a monopolist trying to prevent a small company from getting a foothold in the only place where they're attempting to operate this new business right now, which is Australia and New Zealand. That's really what the case is about. It's not about trade secrets. You think about it, they took apart -- the forensic accountant, who interestingly is not in Los Angeles but in Sydney, Australia, who will be a key witness in the case. I find that kind of interesting. They use a Sydney, Australia forensic accountant who took apart Mr. Burton's computer, and they produced a few documents from it that they've attached in their belated new submission of additional evidence on the eve of this hearing that is five weeks after the due date for a reply -- for their opposition.

Okay. But if you look at those documents, which we object to all of the late filings on the grounds that it should have been filed, if at all, on June 15th, but if you look at what their forensic accountant -- where is the smoking gun? Where are the transferable alleged trade secrets?

And Mr. Johnson, who is very eloquent, has basically mish-mashed the merits with the jurisdictional issue facts, which I'll get to in a second.

But if you talk about the merits issue, which really is not the direct issue in front of you, there is nothing in those emails that even hints at the use of confidential information. Okay. And what those emails do show is that meetings were taking place or about to take place in Australia or New Zealand, again, supporting our jurisdictional attack on this what I would call broad-based piece of litigation, which is really trying to stop an incipient competitor in New Zealand and Australia.

The other thing I think Mr. Johnson said -- and he probably wasn't aware of the page in our reply brief. You asked him specifically can the acts of the subsidiary be imputed to the parent in terms of determining personal jurisdiction. You asked that with respect to the collaboration agreement and Vista Entertainment Solutions. And on their timeline -- which I think is interesting -- they refer to Vista. They never -- I don't know that they even mentioned Vista Entertainment Solutions.

But in any event, the case at page 9 -- cases at page 9 of our reply brief state, contrary to what Mr. Johnson said -- this is the *Doe* case, 2001, "The existence of a relationship between a parent company and its subsidiaries is not sufficient to establish personal jurisdiction over the parent on the basis of the subsidiary's minimum contacts with the forum."

So what we have here is not only do -- does Rentrak admit in its motion to seal that the collaboration agreement is irrelevant, but the law says it's irrelevant. So that's the collaboration agreement. Now, you take away the collaboration agreement, which involves a different party, manual technology, a totally different situation. It has nothing to do with the New Zealand and Australia enterprises which are at issue in this case.

What I'd like to do -- also Mr. Johnson referred to a couple cases. I think one is called *Alternative Solutions* or something, two trade secret cases, which I don't think are in his papers, his opposition papers, where the -- oh, the other one you cited. Okay. I don't know why they weren't in the opposition papers that were filed five weeks ago when they've got four people working on this case. But in any event, I didn't have time to write down the full cases. I would have liked the opportunity to look at them.

But he mentioned the year 2008. Well, 2008, even I know without looking at that case is pre *Walden*, pre *Picot*, pre *KBR* -- *Bixby/KBR*, pre all the cases which I'll hand you in a few minutes which have just been decided in the last few weeks, all of which say we look at things differently now post *Walden* and *Picot*. It's different. We're not saying it's seismic; it's different when we look at the effects test and the aiming at test, because *Bancroft* had taught that if you have an intentional tort that involves a plaintiff who is in the forum state and you know that person resides in the forum state, that's enough.

Now, all the cases -- well, the *Walden* and the *Picot* cases and then *Bixby*, which is Ninth Circuit, and also these other cases that have just come down from Judge Aiken and others -- I probably have copies of it -- all say that the world will look different now because you can't rely just on the fact that you know that plaintiff -- here Rentrak -- is in Oregon.

Also in their papers they mention, well, some of these cases just deal with individuals who may move around and so that's why it's different with a corporation, because they live in Oregon.

Well, the cases -- the cases, there's like four or five of them that deal with corporations. *KBR* is against a corporation, *Michael v. New Century*, which it's in the papers, is against a corporation, Century Financial Service. And the three additional cases which I'll hand you all deal with corporations, saying that there was not sufficient minimum contacts of a meaningful nature, even in an intentional tort situation.

Now, to address some of the broader issues, Your Honor -- and I appreciate you focusing on some key issues with Mr. Johnson. In our view, when you strip away plaintiff's misdirection, like on the collaboration agreement or talking about alleged confidential information in the form of EDI reports, it's electronic data. The data belongs to the theaters. Okay? And if the theaters send something in a certain format, okay, that's their issue.

We have an undisputed declaration, although they spent some time submitting a bunch of additional evidence out of time two days ago, we have an undisputed declaration that the information we receive from people like Reading, who has a movie theater -- it's either Reading or Village Roadshow, I can't remember -- come in Excel, just ordinary Excel spreadsheet form. There's nothing confidential about that. These are the theater's own information.

And if you think about it, they talk about the specification format. Let's just think about it. I'm trying to get box office reporting. I'm Rentrak and I'm United Artists. I want a box office report. What do I need? The name of the theater, the name of the movie, maybe the size of the theater, okay, the number of people who were in the theater, the amount paid, how many children's tickets, how many adult tickets, you know, of course the name of the movie, and maybe the time and date, whether it was a matinee or evening show. Wow, that's really secret format.

Now, the fact that the order 123456 may be on somebody else's EDI format 154276 doesn't mean anything. We're not talking about Coca Cola's formula here. We're talking about reporting simple box office information: how many people, how many respective tickets, adult, child. But -- and there's nothing secret about any of that.

THE COURT: Are they arguing that that information is secret or the technology that processes the information that makes it travel more efficiently, more quickly assemble the information?

MR. SHLACHTER: We're using our own software. We're not using their software. We haven't broken into their special software. We have our own software. This is a subsidiary that's been in this business dealing with box office information for a while. Okay?

Now, so when you strip away what I call sort of the sideshow or misdirection on the collaboration agreement and the alleged trade secrets -- which there's none there with respect to the trade secrets -- we don't have the minimum contacts with Oregon. It has to be meaningful. All these recent cases say it has to be meaningful, not whether you received an email from Oregon on an unrelated issue.

I loved this discussion about tickets. Whoa, gee, the tickets. We won on that because the tickets -- they're meaningless. If the tickets were so important, if they were these trade secrets, this was really important stuff that Mr. Hedrick glommed on to, took out of L.A. -- I'm sorry, he worked in Sydney, Australia, but let's say he downloaded it in Australia and then used it for the new company that's not yet formed, and these tickets are special and that's what this lawsuit is about, they probably would have brought you the tickets. But instead, they have a double hearsay declaration that said, oh, we discussed tickets.

Well, if you think about it, apart from hearsay, it's irrelevant. If they don't show what the connection is to the lawsuit here or the claims, it's irrelevant. And they don't want to show it because they know it's meaningless. Otherwise it would be right here on the table. Where are those stolen financial statements? Where are those -- those tickets are what this case is all about. I love that declaration about the tickets. So --

THE COURT: What about Mr. Johnson's argument that the defendants became aware of this employment agreement at some point in 2014?

MR. SHLACHTER: That's a very interesting argument. Okay. What happened was -- I don't know if Mr. Johnson intended it or not, but he talked about notice to Vista -- a Vista company that Mr. Burton had an employment agreement. But he discussed that, Mr. Johnson, the context that here's another contact with this state is Mr. Burton has a contract that has a choice of law provision for Oregon, Mr. Burton does. Nobody else. There's no contract with Mr. Hedrick. Okay?

And then Mr. Johnson -- and I know Mr. Johnson very well. I don't think he meant this intentionally at all.

MR. JOHNSON: I'd say no.

MR. SHLACHTER: Okay. Okay. But he immediately moved in, saying they knew about the contract. Okay. Now what are the facts? These are undisputed facts. The companies associated with Vista were notified in 2014 that there was an employment contract. I'm not aware of any evidence that a copy of the contract was sent to anybody associated with Vista in 2014. Am I wrong on that?

MR. JOHNSON: You're wrong.

MR. SHLACHTER: A copy of the contract was? Okay. 2014. In 2014 -- in 2014, if Vista became aware of the contract, they had already set up Numero. And what the heart of this case is about is that defendants induced Mr. Burton, if you look at this, really at all the claim, it induced Mr. Burton to leave the employment of Rentrak in 2013, when he left. Okay. Well, that has nothing to do with finding out about a contract a year later. Okay? In 2013 is when they say these bad things happened, that he took confidential information, and that he was induced to leave and he then induced Mr. Hedrick to leave, or vice versa, by August of 2013, six months to a year before Vista ever saw the contract.

Now, in the contract -- there's all kinds of defects in the contract. We don't have to get into it, whether the noncompete is even enforceable in Oregon because there were violations of the noncompete law. But we're here dealing with the jurisdictional issue. So the fact that after the fact of all these key events occurring that defendants learned about a contract is not particularly germane to the analysis of meaningful contacts or minimum contacts, and meaningful -- the cases talk about meaningful contacts with the state and whether this case is somehow tethered to the state of Oregon. That's really what the case is talking about, particularly the post *Walden* and -- post *Walden*.

So the tethering is just something I want to talk about for a couple minutes. And I -- I will hand Your Honor and your law clerk sort of a map. I love maps. (Handing.)

So what I tried to represent here as simply as possible are where all the parties are and where things supposedly happened.

First of all, I find it interesting that -- Mr. Johnson emphasizing Portland, Oregon, but their CEO doesn't even live here. He lives and works on the East Coast, although I'm sure he travels into Oregon.

In Los Angeles, the key division where Mr. Burton worked is not even in Oregon. It's based in L.A. And that's where Mr. Giambra is located, although you have to look very carefully at his declaration to figure out that's where he lives and works. Okay. That's where Mr. Burton worked and lived. Mr. Burton, the evidence is undisputed that he never lived in Oregon or had an office in Oregon.

And Mr. Burton, out of Los Angeles, he managed Mr. Hedrick's group, which is Rentrak Australia Pty, a separate company from Rentrak, separate companies. Mr. Hedrick only worked for Rentrak Australia Pty Ltd. So we'll just call it Rentrak Australia. It's its own company and Ltd, under European law and Australian law, it's the same really as us having a corporation.

Okay. There was something, and I think in Mr. Giambra's declaration he mentions something that the servers for box office -- this I found interesting. The service for box office data is not even in Oregon. The servers are in Los Angeles, where the big movie studios are. Again, another indication that Oregon has nothing to do with this case.

Now we get to the time -- you know, we're going across the time demarcations and we're heading way, way, way west, and Auckland is Vista Group International, and then Vista Entertainment Solutions Ltd, it's a subsidiary, it's a separate company. And in the emails -- we objected to their late filing, but in their emails they -- not the emails, in additional evidence I think they mentioned somebody from Reading met with Mr. Hedrick in early 2015. Well, where was the meeting? In Auckland. That's in a declaration, and we object to all the late filings, but it's in a declaration.

Reading manages 21 cinemas in Australia and ten cinemas in New Zealand, and there's no evidence of any attempt to sell or use Numero's box office system for any theater outside Australia or New Zealand. They don't have one piece of evidence that there's been any effort to do that. Now, whether something like that may happen ten years from now, I don't know, but if we're talking about tethering and meaningful tethering of jurisdictional facts to Oregon, and meaningful connections with Oregon, what we have here is no evidence of any contact relating to these efforts by Vista or Numero to do this box office work in the state of Oregon, and actually nothing outside of Australia or New Zealand.

Village Cinema, the other theater chain that was talked about, has 26 cinemas in Australia. That's on the map. Oxenford in Victoria -- I think that's near Melbourne -- that's where Village Roadshow is located.

And Sydney, that's where Numero Ltd's headquarters is. That's where Rentrak's Australia Pty Ltd, Hedrick's' former office is, and that's where the information gets, you know, reported if you're doing a box office in Australia or New Zealand. That's at Mr. Hedrick's old company.

Burton and Hedrick work and reside there. There is a reference in an email, late-filed email that Mr. Kirk and Mr. Burton met in Australia in May 2013, not in Los Angeles, certainly not in Oregon. And I think there's a declaration, a recent one again we object to, but from a Reading person that says there was a meeting with Burton in February 2014 regarding Australia and New Zealand box office data. That's right in the declaration. It doesn't say regarding United States box office, regarding Oregon box office. Regarding Australia and New Zealand box office.

What the -- there's a word here that hasn't been mentioned yet, a phrase. That is very base analysis. Personal jurisdiction is a due process fairness argument. Your Honor referred to reasonableness as the third prong of an analysis, but the basics -- basics of personal jurisdiction is fair play and due process. And, in fact, *Walden*, citing *Burger King*, says, "Due process is a protected liberty of the nonresident defendant not the convenience of the plaintiffs or third parties."

So we're here on a basic fairness issue, and of course as Your Honor noted, the burden is on the plaintiff to show that defendants purposefully directed activities within the forum and that the claim arose out of the forum-related activities.

Again, the collaboration agreement had nothing to do with that. Of course, that's the *Schwarzenegger* case, and that law on the burden is not controversial.

Now, the alleged sin here, if I can sort of synthesize this, is that Vista -- of course, Numero was not in existence at the time, but Vista tried to lure an Aussie working in L.A. at Rentrak's headquarters for the theatrical division -- they were based in L.A., that's Mr. Burton -- to come back to his home country to set up a data-collection company that would provide services to Australia and New Zealand movie theaters, and that Mr. Burton and Vista, because Numero was not in existence, although they make the allegations against Numero throughout, tried to lure another Aussie, Mr. Hedrick, working not for plaintiff Rentrak but for Rentrak Australia Ltd, in Australia, and not even in L.A., to stay in Australia to set up a data-collection company with Burton for Australia and New Zealand movie theaters. That's -- there's no even hint of jurisdiction of Oregon based on what we're talking about.

And even in the complaint, at paragraph 71, Rentrak concedes that Numero wasn't formed until late 2013 and didn't start operating until 2014, so it could compete -- this is a quote from their complaint -- "specifically in the Asia-Pacific region, including New Zealand and Australia."

So the whole center of the dispute with Mr. Hedrick, Numero and Vista and, in fact, Mr. Burton, the whole center is in Australia and New Zealand, not here.

By dragging Numero into all these alleged nefarious deeds of stealing confidential information, luring Mr. Burton and Hedrick away is, of course, belied, as I've just suggested, by the fact that they didn't come into existence until after all that had happened, allegedly happened.

Now, what I did here is I just made a summary. I'm not going to go through it all, a summary of what I call the non-existent evidence. I've highlighted some of it already.

THE COURT: Summary of non-existent evidence?

MR. SHLACHTER: How do you like that? It will be apparent what I'm talking about.

The non-existent evidence: No evidence that Burton or Hedrick ever officed in Oregon; no evidence that Vista or Numero had any offices in Oregon or did any business in Oregon; no evidence that Hedrick ever worked for Rentrak, who is the only plaintiff in this case; no evidence that Vista or Numero ever had any contact with Burton or Hedrick in Oregon; no evidence any defendant attempted to obtain any clients or customers in Oregon; no evidence any alleged use of confidential information or improper competition involved any theaters outside of Australia or New Zealand; no evidence that Vista Entertainment Solutions, a New Zealand company, or its collaboration agreement has anything to do with the dispute at issue; no evidence that that company, VES, shared any Rentrak information with Vista or that Numero would have any use for it.

We put in declarations on it, saying that it was meaningless. And even with their late filings, they don't challenge that. It's like tickets, those mysterious tickets: it's meaningless.

And informatively on facts disproving jurisdiction, there's the evidence is in that at all times while working for

Rentrak, Burton resided and worked in Los Angeles at Rentrak's division headquarters.

Hedrick worked only for Rentrak Australia Pty, and officed only in Australia.

Burton and Hedrick worked for Numero and -- worked for Numero in its offices in Australia.

Neither Burton nor Hedrick ever worked for VES.

And Rentrak, as I've said before, concedes that VES's collaboration agreements and its terms are not at issue in this litigation -- at least they did prior to today.

Your Honor, on the -- I'm not going to go into the details of the motion to strike, other than we've stated it there, you've seen it.

I teach high school mock trial. I would be very upset if my high school mock trial team tried to put on evidence in that form. I would really be upset at them.

And then they tried to plug the hole by a late filing, which is improper.

And again, where are the tickets?

Now, the test for specific jurisdiction, Your Honor is probably more familiar with it than I am. You have the purposeful directing activities issue for Numero and -- for Numero and Vista, we don't have to deal with the purposeful availment. That's Mr. Hedrick's issue.

And, of course, the claim must arrive out of the forum-related activities. We've touched on that.

And, of course, the third issue is the overall fair play and justice.

I haven't -- I'm not going to go through all of it, but I have sort of a neat little summary on some of the evolution of the cases. Frankly, Your Honor, I got confused when I started reading some of these cases, and so by putting them into order, I tried to distill that, and it made a little more sense to me.

And *Calder* was the case involving a libel that was disseminated to -- its largest audience was in California. This was from the National Inquirer. The largest audience, 600,000 people, were in California who read that. The actress at issue, subject of the article, was in California and the dissemination in California was devastating to her. In addition, in *Calder*, the sources were from California. So National Inquirer was found to have had sufficient minimum contacts with the state, because California was found to be the focal point both of the story and of the harm.

Now, *Bancroft* we already talked about. That was in 2000, and that's the one we say is discredited because it said that the expressly aimed prong is satisfied if the conduct is merely targeted of a plaintiff whom defendant knows is a resident.

That holding has been undermined by *Walden*. I'm not going to go through Walden; it's summarized.

And it talks about why *Calder* was still good law because there was so much center of gravity and contact involving California because of the sending into California of the article, knowing it was going to be read by 600,000 people there, and that's where the actress was and that's where the sources were.

And then *Picot* I think we've already discussed a little bit, but the key rulings there is the Ninth Circuit -- it's one of two Ninth Circuit cases that have come out since *Walden*. *Picot* was in March of 2015. It says that defendant's -- it's defendant's contacts, it's defendant's contacts that matter not plaintiff's contacts. Plaintiff's, you know, plaintiff's contacts should not drive jurisdictional analysis.

And in this case, *Picot* was applying the principles of law that plaintiff's injury, which was inability to access out-of-state funds, is not tethered to California in any meaningful way, and we submit that's what we have here.

Michael v. New Century -- this is in our brief. It distinguished the cases relied upon that predated *Walden* and *Picot* because now they recognize the difference that a defendant who engages in out-of-state conduct -- and this involves a corporation on the defense side -- I mean a corporation -- right, a corporation.

Conduct that affects a resident of a forum state does not purposefully direct his conduct at the forum state simply by virtue of his knowledge that plaintiff lives there.

So, again, it's showing a big distance from *Bancroft*.

And then the *Bixby* case, which was the most recent Ninth Circuit case after *Walden*, shows that the plaintiff cannot be the only link between the defendant and the forum.

And there are -- also they've cited in their papers a case that is post -- post *Walden*, and actually it's one post *Picot* -- *Picot*, which is *Under A Foot Plant v. Exterior Design*. So those are two companies involving intentional torts, not involving just an individual. They cite it in their papers. This is Chief Judge Aiken. She says: "Intentional tort with foreseeable effects in the forum is not enough. The intent must be expressly aimed at the forum state. Here, the intent, the actual act of reproducing and displaying copyrighted works owned by a plaintiff does not matter that defendant knew that plaintiff resided in Oregon."

So that is a very interesting case, but I'm not handing that one out because it was already referred to in plaintiff's brief, although it might have been in a footnote.

The three recent cases that have come out since we filed our reply on July 2nd -- I already referred to the *Bixby* case, which was Ninth Circuit, and that's on my summary I handed out.

The three cases -- and I'm going to hand them out. *Erickson v. Nebraska Machinery*, that's Northern District of California. And there it says, "Walden overrules International and Shoe holding regarding" -- I'm sorry, I'm mixing it up with a different case. *Washington Shoe* holding regarding targeting a defendant who knows it's a forum defendant, a resident. Okay. Again, showing that *Walden* changed things.

Paragon v. Altaire Pharmaceuticals, Judge Simon. This is from a few weeks ago. I think it was in a contract case, but he, in analyzing the *Calder* test, he recognized that there's a new analysis post *Walden* and *Picot*. That's the *Paragon* case. And again I'll hand you copies.

The third recent case is from the Central District of California, from July 15th, *Murphy v. American General Life*. There were allegations of a conspiracy, knowing a harm would be suffered by a California resident. The court said under *Walden*, that is not enough. Unlike *Calder*, there was no meaningful actions in California. That plaintiff lives here in California and suffered financial harm here is not a basis for personal jurisdiction over the moving defendants.

So I have extra copies of these brand-new cases, and the only reason we didn't submit them was they were decided after --

THE COURT: Thank you.

MR. SHLACHTER: -- the reply brief was filed on

July 2nd. (Handing.)

Now, the cases cited by Rentrak in its papers, they cite a Judge Brown decision which was pre Picot, *Slayden v. Schulz Boat*. But in *Slayden*, defendants were from Rhode Island. They sent fraudulent and misleading emails to plaintiff in Oregon. They sent the fraudulent and misleading emails to Oregon and sent false invoices into Oregon in order to induce the plaintiff -- this had to do with boat building -- to send money out of their Oregon bank account to defendants, which plaintiff did. The court said that this proved there was an extensive purposeful interjection into Oregon.

And then *United* -- they cite *United Tactical* out of the Northern District of California. It was after *Picot*. But in that case, the alleged interference by defendant was with a guarantee contract between the California plaintiff and some company who operated in California, guaranteeing a financial transaction within and aimed at California, and likely causing negative impacts on the market for subject products in California. The court said the signing of the guarantee was expressly aimed at California, which involved California Sun, LLC, and involving financial transactions within California. That's *United Tactical*. That's a Northern District of California.

I didn't hand that in because that's in their brief, so it was already, you know, mentioned.

There are, in our view, no legitimate argument on the record here that Vista or Numero or Mr. Hedrick, for that matter, expressly aimed any act at Oregon. I mean, Rentrak's theatrical division isn't even in Oregon. Their servers aren't in Oregon. Australia, Ltd, which operates in Australia and New Zealand, that's the company that operates and gets in the box office information and deals with Reading and Roadshow. They're down in Sydney, Australia, where their expert witness is located. Not really surprising.

And then, of course, you have to have an aiming evidence for jurisdictional purposes, and you also have to show that but for that contact in that state, there wouldn't have been injury. And, of course, the collaboration agreement is a sideshow, and so they can't say but for as to that, they can't say but for as to the tickets, they can't say but for as to just about anything.

On the reasonableness issue -- and I'll close with that. Again, on fairness, we're talking about fairness to the defendant not the convenience of plaintiffs. And under *Dole Food*, they lay out the noncontroversial seven points. The extent of defendant's purposeful interjection into the forum. Well, that's decided -- even if you get to three, that should be determined highly in favor of the defendants, because if there is any contact at all, whether it's pushing a button for a form out of Australia, the contact is extremely minimal and not for -- not substantial purposeful interjection.

What about the burden on defendant? There's a case -- I think we've cited it -- *Asahi Metal* that says the burden to a defendant in a foreign legal system is afforded significant weight. Because if you think about it, the defendant is being deprived of the opportunity to take advantage of its own legal system, including any restrictions in that legal system. And we're not talking about North Korea here. We're talking about -- I've litigated in the British system, and it's a fair system. I've argued in Hong Kong and in London. It's a fair system. It's a little bit different than ours, but we're not talking about litigating in North Korea or some other country. And the *Asahi Metal* I think is an important determination here.

Just think about if Rentrak was forced to litigate in Korea over the same kind of fact situation here. I think Mr. Johnson would be screaming in the Korean court. We would have to learn Korean to get him out of Korea.

Another consideration, the extent of conflict with the sovereignty of the defendant's state. And I've dealt with that to some extent.

The forum's interest in adjudicating the dispute. Well, the local forum is always interested in adjudicating the dispute, but how much interest can one have here in this case where the whole center of gravity is about 8,000 miles away?

The most efficient judicial resolution. Your Honor asked the question, well, what about the witnesses in Oregon? Mr. Johnson said, well, jeez, we got all these technical people. I guess the tickets may be in Oregon, but I assume they could be accessed in Australia because that's where Mr. Burton -- Mr. Hedrick was. He didn't come to Oregon to access or comment on these alleged tickets.

So there are no significant witnesses in Oregon, certainly not among third parties or defense witnesses. They have not identified one third-party witness in Oregon, not even Giambra, who is a person involved in a lot of different things. He's in L.A. and he's in charge of the theatrical operation.

Even the forensic expert is in Australia, as I mentioned before. The contacts of Village and Reading are in Australia. You can see from the late emails they filed, the meetings with Reading and discussions with Village Roadshow took place, under their own late-filed evidence, in Australia and New Zealand. And defendants -- I mean Plaintiff Rentrak concedes that Australia is likely to have jurisdiction over all defendants. That's the opposition, at page 27.

Another factor is the importance of the forums to plaintiff's interest in convenience and effective relief. Well, that would go the same for Australia because there would be more effective relief. And since they talk about their worldwide operations and that Australia is just nothing to them, it's just part of their overall operations, they're at their bidding, then they can join their Sydney forensic expert and litigate in Australia if that's what they want to do.

Then the last factor is the existence of alternative forum. Again, they admit, as I've just said, that Australia is a very likely and plausible alternative forum.

THE COURT: Thank you.

Did you mention that Mr. Johanson was going to add on as to minimum contacts for Mr. Hedrick specifically?

MR. SHLACHTER: He may have some comments. I don't want to speak for him.

THE COURT: Okay. Thank you.

MR. JOHANSON: Good morning, Your Honor.

THE COURT: Good morning.

MR. JOHANSON: Or is it afternoon? It's almost afternoon. It's an hour and 45 minutes into it, and I'm going to try to make this as brief as possible, but I do represent two individuals here, and I kind of feel like today that I'm in a -- I'm a Bob Dylan fan, and I kind of feel like I'm in a Bob Dylan song right now, the "Masters of War," because I represent pawns in the game here, Your Honor. And I do respect my colleague for Vista and Numero, and I do generally join in almost all of his comments, and I'm going to try not to replicate those, Your Honor.

THE COURT: Thank you.

MR. JOHANSON: What I'd like to do briefly is go over probably my -- you know, again, I'll use entertainment as a means. I don't have a top ten list but I have a top five list, Your Honor. I'll try to go through that quickly. That will be my main points, but I have to follow through with a little bit of the technical side as it relates to Mr. Hedrick.

He is, in my opinion, a pawn in the game here. This is a guy who is, you know, working and living and residing in Australia, and he shouldn't be here. And that's the whole point of my argument.

Your Honor, as you know, the Supreme Court through *Walden* and citing *Worldwide Volkswagen* focused on the analysis that the minimum contacts inquiry, it principally protects the nonresident defendant not the interests of the plaintiffs here. That's what we're to look at here. The whole approach of Mr. Johnson and the plaintiffs has been to change the focus to the plaintiffs from the defendants. And I would ask you to focus on the defendants, especially Mr. Hedrick, who we represent.

My second point is also I think, Your Honor, that the minimal contacts inquiry looks to defendant's contacts within the forum. I'm going to try not to replicate that, and I'll only try to respond to the extent that it differs from Mr. Shlachter's comments and it also rebuts Mr. Tom Johnson's comments in that respect, with respect to the content -- or the contacts.

Plaintiff invites this Court to ignore these fundamental principles that I just summarized about personal jurisdiction as they relate to Mr. Hedrick. Mr. Hedrick, Your Honor, I'll remind you, is an Australian citizen, formerly employed by an Australian company, Rentrak Australia, whose alleged conduct all occurred outside of Oregon -- not in Oregon, outside of Oregon -- and involved entities also residing outside of the state.

The balance of Mr. Hedrick's contacts with Oregon, they're passive, they're minimal. We're talking about a few emails and we're talking about a couple of -- a few phone calls. We're not talking about Mr. Hedrick contacting Rentrak all the time in Oregon. That isn't what happened. That isn't the facts. That's not, you know, supported by his declaration, Mr. Burton's declarations and the declarations of Vista and Numero. It's not the facts. It didn't happen here.

We're talking about a few emails and a few phone calls, and I can't see bringing Mr. Hedrick into this court from 8,000 miles away when he's got a job and living. This is not a high-end executive who has got a bunch of money to get on a plane every day or every week or every month and come here and be involved in this litigation, or to send me here, for that matter, Your Honor, quite frankly.

My fourth point, Your Honor -- and again I'll come back and just narrow down a few of these a little bit more when I get done -- is focusing on plaintiff's contractual allegations against Mr. Hedrick. They don't show any substantial connection between Mr. Hedrick's employment at Rentrak Australia and the allegations in this case, all of which again occurred outside of -- outside of Oregon and involve nonforum residents.

Plaintiff concedes, Your Honor, and I'll point to the -- I don't know how to pronounce that -- I-l-g declaration, paragraph 8. "Plaintiff concedes that Mr. Hedrick was 'technically' an employee of Rentrak Australia."

They've admitted that.

Plaintiff hasn't offered any evidence that Mr. Hedrick's employment at Rentrak Australia contemplated employment activities in this jurisdiction, in Oregon, or his employment required Hedrick to avail himself of Oregon laws. And, in fact, he isn't availing himself of Oregon laws. He wants to avail himself of Australian laws, which is what he contracted for in the first place.

I'll focus on that right now, Your Honor. Mr. Hedrick's transfer -- the employment agreement is the key document. It's not the business code of conduct that someone clicks off a website. It's the transfer of employment agreement from Rentrak Australia. It specifically promised to Mr. Hedrick to honor "the contractual terms and conditions of your current employment contract and that will be maintained in all respects and that all rights and benefits owing to you in connection with your services at Nielsen Australia will be recognized."

When he moved from Nielsen Australia to Rentrak Australia, that's what he contracted for, not this mess that we're here today with, Your Honor. He contracted for that, not the code of business conduct, the little click on the screen that he had to do as part of his required employment. So that's my fourth point, Your Honor.

And Rentrak Australia not only reached out to Mr. Hedrick but the transfer of employment agreement also appears to have been, as I've just said, the contract that Mr. Hedrick had with Nielsen Australia would continue with Rentrak Australia in the same terms, nothing more. There isn't a signed contract at all that indicates anything otherwise.

Your Honor, just going over the context for a minute before I get to my fifth point -- and I'll try not to replicate this when I go through a little bit more of the details in terms of the legal analysis before I end today. I'm going to try to do this as quickly as possible.

Mr. Johnson talks about Mr. Hedrick inducing a breach of Mr. Simon Burton's contract. There's no evidence of that, Your Honor. There's no evidence whatsoever of that. There can't be a reasonable inference of that. There can't even be a reasonable inference that Mr. Hedrick knew about the nature of that contract.

Now the second point he made was Simon Burton induced a breach of contract by Mr. Hedrick. How can that cause Mr. Hedrick to be brought into Oregon? Even if that were true -- which it's not true, Your Honor -- how could that cause Mr. Hedrick to be brought 8,000 miles to here because Mr. Burton did that, which he did not do?

Your Honor, I've already talked about the code of business conduct, which doesn't apply in this case. The key contract that you need to look at, Your Honor, in my opinion is the transfer of employment agreement. That's really right on point, and that should reserve Mr. Hedrick's right in this court to be litigating this matter elsewhere if it's going to be litigated.

I already talked about the one-sided emails. And Mr. Johnson can't even remember how many emails there are. He didn't tabulate that. Look at all this fabulous work that these folks did. And I'm sorry, by the way, I feel deficient this morning because I don't have any fancy charts, you know. I don't have any nice little things -- they're great but I'm doing it old school, Your Honor, and --

THE COURT: You've got a five-point list, though.

MR. JOHANSON: I did, I did. I'm an old school guy, so I'm sorry.

But if they're going to do this, shouldn't they know exactly how many emails we're talking about, Your Honor, how many phone calls we're talking about? If they can do that, if they can bring the four lawyers in the army to attack my pawns in the game here, pawns in the game, I think they can figure out what the number of emails and phone calls is.

All of this comes from the Rentrak side, Your Honor. It doesn't come from Mr. Hedrick, the young man in Australia whose life is weighing in the balance here.

Also, to talk about payroll, you know, obviously you've got to get paid, so you're going to bring him into this court, Your Honor, because he may have had an email or two about not getting paid, about not getting reimbursed for expenses, about benefits and things like that? I don't even know if they exist because I haven't seen them, but if that's the case, that doesn't -- he's not purposefully availing himself of this jurisdiction here. He is simply doing what's required in order to do his job at Rentrak Australia, which he did very well.

The final -- my final top five -- and again, I'm going to try to go through the rest of this quickly. I know you've heard the legal analysis. I do join entirely in Mr. Shlachter's analysis of the legal issues in the case law, and I won't replicate that. But my fifth point is that plaintiff has to carry its burden of showing personal jurisdiction of the allegations against Mr. Hedrick sounding in tort. Like the facts presented to the courts in *Walden* and *Picot*, Mr. Hedrick's alleged -- alleged tortious activities were all directed outside of the forum, involving nonforum residents, and lacked any specific ties to this jurisdiction.

And I will -- again, my position is that, Your Honor, they've failed to meet their burden twice, but if for some reason you find otherwise, I think they failed -- they failed to achieve the reasonableness that's required in order to drag Mr. Hedrick into this court, Your Honor.

And I will spend a little bit more time on that at the end, and I'm going to wrap up quickly here.

But, Your Honor, I'm not going to read you all of the case law, but I'll focus on it as it relates to Mr. Hedrick right now. I again join in Mr. Shlachter's comments that a mere contact, looking at purposeful availment, Your Honor, a mere contact is not enough. *Burger King* is the case.

If you look at that, they found -- in that case found a substantial connection created because defendant reached into the forum to negotiate a contract with the forum resident. We don't have that here as it relates to Mr. Hedrick.

The contract contemplated wide-reaching contacts with Burger King in the forum. Again, we don't have that here as it relates to Mr. Hedrick.

The contracts contained a forum-specific choice-of-law provision. Well, we've got the direct opposite, Your Honor. We have a transfer of an employment agreement that says that he gets to -- that Mr. Hedrick gets the benefit of all the provisions that he had with Rentrak -- with Nielsen Australia, which became Rentrak once his employer became Rentrak Australia.

THE COURT: Did that contract have a forum selection clause?

MR. JOHANSON: Your Honor, I don't know. I can follow up. I'm sorry, I don't know that off the top of my head.

But it did say that it -- all the terms of that contract applied, and that that was an Australian-based contract that was for his conduct in Nielsen Australia and not Rentrak Australia.

Your Honor, just focusing on *Roth v. Garcia*, which the Ninth Circuit applied the reasoning in *Burger King*, based upon that case and my analysis of *Burger King* which I just gave you, I don't see how plaintiff can seek out defendant and deal with him by interstate -- or intercontinental email or telephone and a forum resident is -- he can't be entitled to enforce those types of contacts and bring Mr. Hedrick into this court.

I'm going to skip purposeful direction. I think Mr. Shlachter covered that quite well for the benefit of all of our clients and he's addressed any case law, Your Honor.

I will say that I wasn't persuaded by Mr. Johnson's analysis of *Michael v. New Century Financial Services*, and it is on page 17 of 23 of our reply brief. And I don't see how that analysis has any relevance as it relates to that case. I think it's clear that the district court there held that the cases "predate *Walden* and have been rendered unpersuasive following the Ninth Circuit's recent ruling in *Picot* that a defendant who engages in out-of-state conduct that affects a resident of a forum state that does not purposefully direct his conduct at the forum state simply by virtue of knowledge that a plaintiff lives here."

That's all they have. Hedrick knows that Rentrak is here, that Hedrick's focus was on Australia. It was always on Australia. It was never anywhere else, Your Honor. So I don't know how *Bancroft* continues after that.

Your Honor, I'll just kind of move forward quickly to make sure I cover other points.

I'm just going to finish, I think, Your Honor, so I don't duplicate, I'm going to finish with the third prong because I think enough has been said about the first and second prongs. And, again, my position is that Rentrak has failed to meet their burden under prongs one and two for the reasons both Mr. Shlachter and I have indicated here today, Your Honor, and in our pleadings.

Let's go to prong three, if we could, for just a couple minutes, Your Honor. So let's say it's a wild case that plaintiff does carry its burden under the first two prongs -- which we disagree. The burden shifts to defendant to show a compelling case that the exercise of jurisdiction is unreasonable. And that's why I started out with what I started out with. We're talking about a couple of young men. I mean, Mr. Simon -- or Mr. Burton is not at issue at this particular point because of various decisions that we've made in defending him here, which I won't go into right now, but we will get to that later on, Your Honor.

Mr. Burton started out in the mail room less than 15 years ago, and then he ends up traveling all over the world for the benefit of Nielsen Australia and then Rentrak Australia.

Mr. Hedrick is an individual who's a young man working in Australia. He's not got the financial resources or anything to be in this kind of a battle. He is a pawn in the game here. For that reason, Your Honor -- so it is, in my opinion -- and I'll go through the factors quickly with you. It is -- I think we can make a compelling case that this young man, Mr. Hedrick, Mr. Joel Hedrick, it would be unreasonable to exercise your powers and cause him to fight this battle in this jurisdiction.

Your Honor, the seven points that I'll go through quickly and then end my argument here for Mr. Hedrick, extent of defendant's purposeful interjection into the forum. Again, I focus again about the limited number of emails and telephone calls between Hedrick and Rentrak in Oregon. They're insufficient to confer personal jurisdiction over Hedrick because plaintiff initiated the parties' relationship. Rentrak initiated the relationship. Rentrak initiated these contacts via email and phone call, et cetera. Mr. Hedrick did not. He started with Nielsen Australia and then worked for Rentrak Australia. He wasn't purposefully availing himself of this jurisdiction in that respect or in the contact.

Your Honor, there's a burden, as I said, on Mr. Hedrick, focusing on *Core-Vent v. Nobel Industries*, 11 F.3d 1482, Ninth Circuit, 1993, and citing *Asahi Metals v. Superior Court*, 480 U.S. 102. As Mr. Shlachter said, defending a lawsuit in a foreign country can impose a substantial burden on a nonresident alien. It can certainly impose a substantial burden on a young man like Mr. Hedrick, who doesn't have the capacity to do this, Your Honor.

The burden is particularly great here because Mr. Hedrick has no ongoing connection to or relationship with the United States except this lawsuit. It's totally unreasonable to bring him into this court, in my opinion, Your Honor.

Also citing *Sinatra v. National Inquirer*, 854 F.2d 1191-1199. I'm trying to observe some respect for the court's time and I'm starting to go too quickly. I apologize, ma'am.

So it's *Sinatra v. National Inquirer*, 854 F.2d 1191-1199, Ninth Circuit, 1949. Thanks for slowing me down.

Furthermore, as a principal director and shareholder of Numero Limited, of which he's a shareholder, and this is, you know, ostensibly his way of making a living going forward after his Rentrak period of employment and after his Nielsen period of employment, Mr. Hedrick's absence in defending this lawsuit, his absence from Australia in defending this lawsuit in Oregon would not only pose a substantial financial burden on him personally but also would seriously diminish his ability to continue to fulfill his role with Numero Limited.

And that's what this case is about, you know. I agree with Mr. Shlachter that it's about Rentrak trying to interfere with Vista and Numero's ability to make a living and compete in a free competitive market, and it's also about the same as it relates to Mr. Burton and Mr. Hedrick.

On the third point, Your Honor, conflicts with sovereignty of the defendant's state, the Court looks, as Mr. Shlachter said, looks to the *Dole Food Company v. Watts*, 303 F.3d, 1104 to 1115. Courts look at the defendant's U.S.-based relationship and the foreign jurisdiction's interest in litigating the case. The Court in *Dole* began its consideration of this factor "by evaluating defendant's U.S.-based relationships."

Again, we've gone over that. That factor is really weak as it relates to Mr. Hedrick here, Your Honor, and in that case -- actually, if you look at *Dole*, by contrast Mr. Hedrick has no ongoing relationship with the United States except this lawsuit. Defendants, they were employed in that case, in *Dole*, by a U.S. company. That's not case here. Traveled to the U.S. frequently. That's not the case here as it relates to Mr. Hedrick. So I think as it relates to *Dole*, the conflicts from the sovereignty of defendant's state weigh strongly in favor of Mr. Hedrick in this case, Your Honor.

Forum state's interest in adjudicating the action. Oregon, obviously, has an interest. I'm not going to deny that. It's got a company that is incorporated here. I can't argue against that, Your Honor. But this interest, in my opinion, Your Honor, is overcome by the weight of the other six factors that I've cited with you, and if you go to *Core-Vent*, 11 F.3d at 1488, "No factor is dispositive. It must be weighed with the other factors."

So I would argue that maybe we got one, but we don't have six others, Your Honor.

Judicial efficiency. That's a key point in our judicial system, which is one of the best in the world. It's maybe not perfect, and I've seen the imperfections and I've seen the good things about it. It's not -- it's got its difficulties sometimes but it's a really good system. And importantly, judicial economy and judicial efficiency should be something we should focus on.

We've spent a lot of time this morning, an hour by Mr. Johnson, 45 minutes by Mr. Shlachter, and I don't know what my time is, but I think I'm going to do it in 15 or 20 minutes, Your Honor. But your time is precious and I know you have other things to do.

And the most efficient judicial resolution of the controversy doesn't favor Oregon because most, if not all of the evidence and witnesses are located outside this forum, in Australia, 8,000 miles away, in New Zealand, 8,000 miles away, and in Southern California. That's where it belongs, at these other places, not here, Your Honor, as it relates to Mr. Hedrick.

Then, Your Honor, two other points. Plaintiff's interest in convenient, effective relief. As to the sixth and seventh factors, plaintiff can avoid any supposed inconvenience simply by filing in Australia. We're talking about a multi-billion dollar company, a subsidiary of a multi-billion dollar company that's very, very profitable. They can do that. They can solve this quite easily: sue Mr. Hedrick in Australia. That's where it should happen, not here, Your Honor.

And finally, the existence of an alternative forum. I have to point to plaintiffs made this argument for me and for my client. I refer to plaintiff's consolidated motion, docket 30, at page 32. Indeed, in plaintiff's moving papers, they said, "Australia is likely to have jurisdiction over all the defendants."

Your Honor, I appreciate the time this morning, and I hope you'll give due consideration in deciding what happens to this young man, Mr. Joel Hedrick. Thank you.

THE COURT: Thank you, Mr. Johanson.

Mr. Johnson, I have two specific questions for you, just briefly.

MR. JOHNSON: Sure.

THE COURT: If you could pull up the list of undisputed points, the blue demonstrative. I just wanted to confirm two bullet points with you. And I imagine you have a response to most of these, and I can anticipate what that response might be, but on the fifth bullet point, defendants are alleging that there's no evidence that any defendant attempted to any obtain any clients or customers in Oregon.

That's correct, is it not?

MR. JOHNSON: Yes.

THE COURT: And let's go to the next one as well. Do you agree that there's no evidence of alleged use of confidential information or improper competition by false means outside of Australia and New Zealand?

MR. JOHNSON: Well, Your Honor, we would say that --

again, the Reading relationship is a relationship between us and Reading International, so it's a relationship based here, but with respect to theaters, the -- if you look at the Burton -- the Burton business plan that was submitted that talks about going after U.S. customers and that we're ahead of schedule in going to the United States, that -- those are the types of facts that we rely on to say that the argument that they're making that this is all based in New Zealand is true -- is not true. So that's -- that's not our -- we would disagree with that.

THE COURT: Okay. I want to discuss just briefly -- it's 12:05, so I won't take long. I have just a couple of questions about the 12(b)(6) motion.

Before I go there, do you have any concluding comments or specific responses to the defendants' arguments here today?

MR. JOHNSON: Sure, just a few things.

So whether or not we chose and why we chose or didn't choose to bring the collaboration agreement into the complaint is not relevant for the jurisdictional question in terms of the evidence that's in front of the Court about whether or not that constitutes a contact with the state.

The tickets, counsel referenced the tickets many times, and I -- maybe I didn't convey that, but I think certainly our briefs did, that the tickets we're talking about are talking about the course of conduct between Hedrick and Rentrak corporate. There's no secret sauce to the tickets. The tickets is just what's the course of conduct.

And a point that Mr. Johanson talked about, well, there's just a few emails, yes, we didn't go into their computers and tabulate how many emails they sent to people based in Oregon over the years. I mean, obviously Mr. Burton deleted much of his. But the tickets -- the point we're making about the tickets and the points he's making about the tickets are not the same point.

The theatrical division is not based in L.A. The theatrical division is based out of here. The sales component of that, Mr. Giambra, is there. I can tell you that in talking with Mr. Livek, wherever he lives, he lives all over, he's certainly in Oregon a lot. He is similar to many CEOs, in that he really has no home in a lot of ways.

Our use of -- so we learn about a laptop, and we want to get that laptop analyzed, and so we ask somebody who is near the laptop to analyze it, what we're going to do at trial with respect to that witness is our decision that we'll make later on down the line. But the fact that that guy is in Australia is not relevant to what we're going to put on with respect to expert witnesses about the technology involved.

And I already referenced the Burton -- the email describes him moving to two U.S. businesses ahead of targets, even back in 2013. The business plan lists U.S. customers as the goal of Numero and Vi-Box. That's an allegation in our complaint that is not rebutted in their declarations, in Vista and Numero's declarations. And so that allegation should stand for purposes of personal jurisdiction.

In terms of Mr. Hedrick -- and this is a general comment as to Mr. Johanson's comments about Mr. Hedrick. So we're all representing our clients, and you can always make a persuasive kind of heartfelt case for the individual that is the defendant. But representing my client here, I can tell you that they are equally outraged by the conduct of the two individuals, and so wherever they are, the law stands for itself as to whether or not the jurisdiction -- wherever they started, whether they started in the mail room or wherever, my client is outraged by their conduct just as they're outraged that they're having to defend the allegations.

Finally, the *Dole* case. The *Dole* case says that you can't treat the subsidiary and -- you can treat them differently except when there is an allegation that it's an agent or an alter ego. So that is, as I mentioned earlier, when Mr. Brenner passed me a note, the argument we're making with respect to *Dole*, so I don't think they can rely on it.

Finally, I'll give you a copy of the *New Century* underlying brief. We just can't disagree more about the effect of *Walden*. The cases that they rely on in their handout and the cases they've talked about that have come on in the last few weeks don't support the case that *Walden* is any kind of a sea change.

If you look at the facts of *Bixby*, which is a -- this KBR case that was tried here in this courtroom, I don't think there's personal -- personally, I don't think there's jurisdiction pre *Walden* on the facts of that case. And the *New Century* case that they rely on in their handbook -- in their handout is just the cases that the Court said overruled our -- May I approach, Your Honor? I'll hand this to you.

THE COURT: Sure.

MR. JOHNSON: Pages 6 to 8 of this brief are the cases that Judge Freeman in that case said were overruled, and they all -- those cases are all consistent with our reading of *Walden*.

THE COURT: Okay. Thank you.

Let me turn just briefly to the 12(b)(6) motion.

MR. JOHANSON: Your Honor, I just have a couple of comments.

THE COURT: Yes.

MR. JOHANSON: I do object to the characterizations of what Mr. Burton did or did not do as Mr. Johnson just indicated. That's all.

THE COURT: Okay. Thank you.

MR. JOHANSON: I appreciate it.

THE COURT: Who is going to be addressing the 12(b)(6) motion today?

MS. PETERS: I will, Your Honor.

THE COURT: My primary question is -- I understand that constructive discharge must be linked to a defined public policy. Mr. Burton's position is that he need not plead, specifically plead that public policy or the statute or have any specific reference.

And I believe in your reply brief, you didn't respond to the issue, that being that a specific statute is not required by Rule 8(a). And they cite to *the Perez-Falcon* and the *Green* case as well. Those cases, as I read them, hold that it's okay to raise the public policy specifically in opposition to a summary judgment motion. So how do you respond to that authority?

MS. PETERS: Well, Your Honor, yes, California law requires a constructive discharge claim be linked to a public policy. And the *Turner* case and the other cases are summary judgment cases. But what *Turner* has done is provide the prima facie elements. So here we are in federal court. We have an 8(a) requirement for a short and plain statement of the claim, showing why we're entitled to relief, and the required prima facie elements need to be set forth in the complaint.

This particular -- well, the counter complaint is not short or plain. It's quite illustrative. But the key element of the constructive discharge claim, the public policy that's at issue and where it's embodied is not clear nor cognizable.

When you look at the counter complaint, you can see the first two elements quite clearly of the constructive discharge claim, that the -- that Rentrak Corporation allegedly intentionally created or ignoringly knew about these intolerable conditions. That's in paragraph 50.

Rentrak Corporation created these working conditions so intolerable that a reasonable person would resign. That's 51.

But when you look to the next element of the fundamental public policy embodied by statute or constitutional provision, that's nowhere, anywhere in the complaint.

The response brief argues certain implications of the allegations that are in the counter complaint and talks about sexual harassment. And that's set forth in the response brief. My understanding is that the idea, by couching it in that brief as sexual harassment claims, that they are applying the public policy that's embodied by statute, of the statutes, particularly against sexual harassment, the retaliation for reporting sexual harassment, and therefore they have not reached the threshold that they need to meet for 8(a).

However, there is actually no mention of sexual harassment in that counter complaint. There's no allegation of that. It does allege that the conduct by Mr. Giambra, their ill actor, was toward both -- both male -- excuse me, female and male employees, paragraph 52. But it doesn't argue that it was because of their sex, and it says it's towards all employees, general mistreatment of employees.

Paragraph 25 of the counter complaint talks about Mr. Giambra's intolerable personal conduct, and that's the phrase that stood out to me to be what this is really all about. It's impossible to identify or infer from that any type of statutorily embodied policy that could be at issue.

THE COURT: Isn't Rentrak put on notice by the allegations that Mr. Burton's allegations at least are that he reported illegal conduct, he reported something that sounds like sexual harassment, certainly not citing a specific statute as to why those things are against the law. You know, like drug use, sexual harassment, assaults, you can tie to those a statute. But at least as to the basis of whether Rentrak was put on notice of the public policy, isn't that enough?

MS. PETERS: I don't think so, Your Honor, and the reason is -- so there were many references -- I think I stopped counting after about 12 -- in the counter complaint of illegal conduct, but I wasn't exactly sure which conduct they were saying was illegal. I'm aware that there is -- that it's a high threshold for a 12(b)(6) motion, but we still need the basic elements of the claims set forth in the counter complaint, not argued later in the brief, but in the pleading itself for a proper pleading. And it's simply not fair.

The complaint says that -- the complaint does not include any type of protected status for Mr. Burton. We don't know what his protected status is. It mentions that --

THE COURT: Which may lead to a hostile working environment but not necessarily intolerable conditions, right?

MR. PETERSON: Well, except for if he was reporting a hostile work environment on behalf of other individuals in order to receive protection, that would need to be protected -- those individuals that were subject to the hostile work environment would need to be protected as well. So you and I are trying to guess and we still don't know.

THE COURT: Are there cases -- have you found any cases where a court has dismissed a complaint on a 12(b)(6) motion, state or federal, because of failure to plead a specific public policy in this context?

MS. PETERS: No, I haven't, Your Honor.

THE COURT: Okay. Anything else? That was my primary question.

For Mr. Burton, I'll give you a brief opportunity to respond to this argument.

MR. JOHANSON: I'll be as brief as I can, Your Honor. I'm going to try to respond quickly to the comments that counsel made, and maybe -- I guess I'll start with the facts, which I think are critical.

You know, I've been doing this a long time and I've seen a lot of complaints, and I think we disclosed substantial facts that gave them notice that -- of what we were complaining about, the public policy that we were trying to support, which was to allow employees to, you know, basically go to work and not be subjected to an environment in which they were dealing with the types of conduct that Mr. Giambra -- it's outrageous conduct, and I'm going to describe that to you briefly.

Giambra's illegal conduct, Your Honor, the allegations talk about him requiring Mr. Burton to buy codeine illegally for him in a foreign country. Okay? Because it wasn't permitted in the U.S., so he couldn't get it in the U.S., so he was requiring Mr. Burton to do that for him.

Mr. Giambra's sexual harassment of female employees, talking about ecstasy and how it impacts their -- the female employees and what they think of it and how it improves their sexual relations, Your Honor. How more specific could you get in terms of an allegation? What more do you need to know? What more notice do you have to have?

Demeaning comments. I'm not even going to say them in open court. Demeaning comments about Janice O'Bryan. They're outrageous, Your Honor.

Pornography on computers at work that Mr. Giambra subjected to female and male employees in the course of their work.

Mr. Giambra's -- Mr. Giambra's unlawful conduct was communicated to the people that controlled Rentrak. They did nothing about it, Your Honor. This is a period of years, and they chose to do nothing. In fact, rather than do nothing, they did something. They promoted Giambra to the president of theatrical worldwide. So they encouraged him to continue to engage in this conduct.

They instructed Burton -- Mr. Burton, my client, not to fill out Giambra's review, to counteract a negative report by an outside consultant, Valerie Berset-Price.

And, Your Honor, I mean, Mr. Burton's first exposure to Mr. Giambra was in a public place, where he opens up his jacket and his shirt and shows him his scar in a public place. That was his first exposure to Mr. Giambra and his conduct.

Again, what more notice do you need than that?

The final thing I'll say, and what more allegations -- these meet the standards, Your Honor. What more allegations do you need? You can make an inference from these allegations on what public policy we're trying to protect. And it's clear.

The Las Vegas incidents are incredible, Your Honor. "Bring bigger guns next time."

"I'm going to bury" -- quote/unquote -- "bury you, Mr. Burton."

"You will never work in this town again, Mr. Burton."

This is outrageous. This conduct is outrageous. There's nothing more that an employment lawyer needs to see in order to reach a conclusion of what public policy we're trying to enforce with this counterclaim.

Your Honor, I'll try to go quickly through the rest of it. Again, like I did before, I'm trying to respect your time, but I'm also trying to represent my client.

The 12(b)(6) -- I'll dispense with my top five points this time and I'll just get into my argument quickly.

MR. JOHNSON: I would like to hear the popular reference that you have.

MR. JOHANSON: We'll have to do that separately. If you really listen to Bob Dylan, you will really enjoy your life more. I will tell you that. That's my judicial statement for the day. I've got a lot to say over a narrow amount of time.

In Mr. Simon's -- in Mr. Burton's arguments, 12(b)(6) is not the proper forum to argue factual disputes. If you look at *Technology & Intellectual Property Strategies Group, PC v.* -- and I could not pronounce this one, ma'am. It's Fthenakis, F-t-h-e-n-a-k-i-s, 2011 Westlaw 3501690, Northern District of California, August 10th, 2011.

Also, we consider whether he has alleged facts showing an entitlement to some relief. *Collier v. Superior Court*, 228 Cal F.3d, 1117-1120, 1991.

Rule 12(b)(6) motions are viewed with disfavor and are properly granted only under extraordinary circumstances. *Yordy v. Astrue* -- A-s-t-r-u-e -- 2010, U.S. District, Lexis 414966, Northern District of California, February 22nd, 2010.

And then "To survive a motion to dismiss, a complaint must contain sufficient factual matter, accepted as true" -- which you must accept our allegations as true -- "to state a claim to relief that is plausible on its face."

And I think you can do that here, Your Honor.

Lacey v. Maricopa County, 693 F.3d, 896-911, Ninth Circuit, 2012, quoting the famous Supreme Court case, significant Supreme Court case, *Ashcroft v. Iqbal*, 556 US 662-677, 2009.

With that backdrop, I'll just quickly go through the other facts and law, Your Honor.

Responding to Rentrak, they cited -- I don't know how to pronounce it, but it's *Balistreri*, I think, *v. Pacifica Police Department*. In that case -- it doesn't even apply to our circumstances. We're talking about police officers of a municipality there who have alleged acts that constituted potentially due process breaches and equal protection breaches under a 1983 action. I don't even know how that one even applies to this case under the facts that we've cited to you, Your Honor.

Also the second one they cite is *Navarro v. Block*, 250 F.3d, 729-742, Ninth Circuit, 2001. That case works for us. The motion to dismiss denied was upheld by the Ninth Circuit. Again, that was a situation in which the -- some public officials, including Mike Antonovich, were granted indemnification in, quote/unquote, bad faith. And again the allegations were made -- just like we made them here, and we're making a lot of allegations against Mr. Giambra and Rentrak, and Rentrak just let things slip by.

Your Honor, again, trying to skip over to the key points of rebuttal at this point. The -- Rentrak argues -- Rentrak's arguments, I believe, go to the merits. They go to the claim itself. That's what -- we'll do that. We'll be glad to do that once discovery occurs and we have a factual record in front of you. And then if we have to file a summary judgment motion, we will, but that's the time that we should be doing this, not right now, Your Honor.

They mentioned -- counsel mentions that a claimant must show that he or she belongs to a protected group, and that the alleged comment was based upon his -- his or her membership in that protected class, citing to *Fisher v. San Pedro Peninsula Hospital*. This only applies, Your Honor, to a prima facie case of environmental sexual harassment. It does not apply to a constructive discharge case of the kind we've brought before you by Mr. Burton.

THE COURT: We're going to lose our court reporter.

MR. JOHANSON: I understand the overtime

responsibilities.

Your Honor, the other thing I'll just -- two other -- three other things. I'm trying to finish quickly.

You know, if there were any deficiency in the counterclaim, the result here is not a dismissal with prejudice and ask us to do whatever you think we need to do to perfect the counterclaims. I think I've done it in open court today. If there's anything else, but I don't think it has to be done, based upon the allegations.

And then, Your Honor, a couple more final points. The *Perez v.* -- *Perez-Falcon v. Synagro West, LLC*, 2011 Westlaw 6752533, December 23rd, 2011. Again, it's a Tammany case just like this case, Your Honor, and it just requires us to give fair notice, which we've done in our counterclaim complaint.

Turner v. Anheuser-Busch, which counsel cites, again, Rentrak incorrectly relies upon it because that case -- in that case, the court held that a vague charging violation was insufficient in the summary judgment context, not in the motion to dismiss context. So I think that supports us, Your Honor.

And I'll finally cite to *Green v. Ralee Engineering Company*, which is in our brief. So long as the specific constitutional or statutory provisions embodied in applicable fundamental public policy bases for the claim are raised in opposition to a motion for summary judgment, my client should prevail in this motion to dismiss and you should not grant it, Your Honor. And the public policy, I've shared that with you.

Thanks for letting me be here.

THE COURT: Thank you. Thank you, Mr. Johanson.

Thank you all counsel for your patience today. I found the oral arguments and the charts helpful. And these are important and potentially case-dispositive issues, and I do want to take the time to hear everybody out. So thanks for your patience and for your very helpful submissions as well.

My apologies to Ms. Shumway for going much longer than anticipated and not taking a break.

Court is adjourned. Thank you.

(Proceedings concluded.)

--o0o--

I certify, by signing below, that the foregoing is a correct transcript of the record of proceedings in the above-entitled cause. A transcript without an original signature or conformed signature is not certified.

/s/Bonita J. Shumway *7/31/2015*

BONITA J. SHUMWAY, CSR, RMR, CRR DATE
Official Court Reporter

'

'technically' [1] 62/11

-

--o0o [1] 90/2

/

/s/Bonita [1] 90/9

1

10 [3] 13/19 14/12 34/7
100 percent [2] 15/8 15/10
1000 [1] 2/23
102 [1] 70/14
10th [2] 2/6 85/21
11 [2] 70/12 72/17
1104 [1] 71/21
1115 [1] 71/21
1117-1120 [1] 85/24
1120 [2] 2/6 85/24
1124 [1] 8/9
117 [1] 2/20
1191-1199 [2] 70/25 71/3
1199 [2] 70/25 71/3
12 [12] 3/5 4/3 9/1 75/13 78/17 79/2 81/20 81/23 82/14 85/8 85/16 85/25
123456 [1] 40/19
12:05 [1] 75/12
13 [1] 16/15
1482 [1] 70/13
1488 [1] 72/17
15 [2] 69/12 73/5
154276 [1] 40/20
15th [2] 36/16 54/14
17 [2] 8/17 68/4
1776 [1] 2/17
1949 [1] 71/3
1983 [1] 86/21
1991 [1] 85/24
1993 [1] 70/13

2

20 [1] 73/5
200 [1] 2/20
2000 [1] 51/21
2001 [2] 37/17 86/25
2004 [1] 19/15
2008 [3] 19/13 38/13 38/13
2009 [1] 86/12
2010 [2] 86/2 86/3
2011 [4] 85/20 85/21 88/11 88/12
2012 [3] 11/20 21/2 86/10
2013 [7] 16/14 43/12 43/14 43/17 46/20 48/12 77/1
2014 [11] 18/3 18/4 18/10 42/12 43/2 43/5 43/8 43/8 43/8 46/23 48/13
2015 [5] 1/6 35/7 45/19 52/11 90/9
209 [1] 2/14
21 [1] 45/22
228 [1] 85/24
22nd [1] 86/3
23 [2] 1/6 68/4
23rd [1] 88/12
25 [1] 81/5
250 [1] 86/25
26 [1] 46/10
27 [2] 3/5 58/20
2nd [2] 53/23 55/1

3

3-15-cv-00458-SB [1] 3/4
30 [1] 74/2
301 [1] 2/23
303 [1] 71/21
32 [1] 74/2
326-8188 [1] 2/24
34 [1] 14/12
3501690 [1] 85/20
37 [1] 14/12
3:15-cv-00458-SB [1] 1/4

4

40 [1] 28/13
41 [1] 15/1
414966 [1] 86/3
45 [2] 59/16 73/4
47 [1] 3/7
480 [1] 70/14

5

50 [1] 80/7
50 percent [1] 15/9
500 [1] 2/14
503 [1] 2/24
51 [1] 80/10
52 [1] 81/2
556 [1] 86/11
56 [1] 34/14

6

6-13 [1] 16/15
600 [1] 2/9
600,000 [2] 51/13 52/5
606 [1] 8/9
65584 [1] 19/14
662-677 [1] 86/12
6752533 [1] 88/12
677 [1] 86/12
685276 [1] 19/16
693 [1] 86/9

7

7/31/2015 [1] 90/9
71 [1] 48/11
729-742 [1] 86/25
742 [1] 86/25

8

8,000 miles [5] 57/25 61/20 64/7 73/11 73/11
8188 [1] 2/24
854 [2] 70/24 71/2
888 [1] 2/9
896-911 [1] 86/9

9

911 [1] 86/9
94559 [1] 2/18
97204 [4] 2/9 2/14 2/20 2/23
97209 [1] 2/6

A

A-s-t-r-u-e [1] 86/2
ability [2] 71/11 71/15
able [2] 11/16 13/9
about [162]
above [1] 90/6
above-entitled [1] 90/6
absence [2] 71/8 71/9
absolutely [2] 6/15 8/7
accept [3] 15/16 18/14 86/6
accepted [2] 25/14 86/5
access [4] 9/10 9/14 52/17 58/7
accessed [1] 58/5
account [1] 55/9
accountant [3] 36/6 36/9 36/17
achieve [1] 66/9
acquires [1] 16/17
acquisition [1] 27/23
across [1] 45/13
act [2] 53/16 56/3
acting [1] 14/2
action [2] 72/11 86/21
actions [2] 5/17 54/18
activities [6] 47/14 47/16 50/22 51/1 62/15 66/3
actor [1] 81/1
actress [2] 51/13 52/6
acts [4] 35/20 35/20 37/8 86/19
actual [1] 53/16
actually [13] 4/4 8/11 8/24 9/3 10/1 13/23 16/6 26/19 32/7 46/7 53/9 72/3 80/23
add [2] 26/19 59/8
addition [1] 51/16
additional [4] 36/11 39/14 40/2 45/18
address [5] 13/16 17/3 28/6 31/20 39/18
addressed [1] 68/1
addressing [2] 4/20 79/1
adjourned [1] 89/11
adjudicating [3] 57/22 57/23 72/11
admit [2] 37/22 59/5
admitted [1] 62/12
adult [2] 40/16 40/23
advances [1] 13/6
advantage [1] 57/7
affects [2] 53/1 68/9
affidavits [1] 14/9
affiliation [1] 19/15
afforded [1] 57/4
after [15] 14/19 16/4 16/5 18/23 36/12 43/23 48/22 53/6 54/23 55/13 68/16 71/7 71/7 75/5 81/20
afternoon [2] 59/15 59/16
again [33] 16/11 18/5 34/19 37/2 45/9 46/22 47/17 50/19 53/4 54/7 54/12 56/18 59/5 60/2 61/25 62/6 65/20 66/6 66/15 66/23 68/22 70/1 70/2 72/1 75/1 84/15 84/25 85/6 87/2 87/4 87/8 88/12 88/15
against [11] 25/2 25/4 39/11 39/13 48/4 62/3 66/1 72/14 80/20 81/14 87/6
agent [3] 16/3 16/22 77/20
ago [5] 21/3 38/9 40/3 54/9 69/13
agree [3] 29/10 71/14 74/22
agreement [63] 4/12 5/3 10/9 10/18 10/20 10/23 11/1 11/3 11/6 11/19 12/6 12/11 12/25 16/5 16/16 17/12 17/13 17/14 17/15 17/20 17/24 18/11 18/13 19/6 19/7 19/7 21/16 21/17 21/20 21/20 24/18 24/20 24/22 25/14 30/11 31/12 31/13 34/25 35/3 35/5 35/8 35/12 35/15 35/17 35/18 35/22 37/11 37/22 37/24 37/25 39/21 41/10 42/11 42/16 47/17 49/16 56/13 62/21 62/24 63/12 64/12 67/2 75/19
agreements [4] 32/15 32/16 32/16 50/9
ahead [2] 75/5 76/25
Aiken [2] 39/1 53/13
aimed [5] 51/22 53/15 55/17 55/20 56/3
aiming [8] 5/14 7/20 7/25 8/1 8/5 8/10 38/19 56/10
airport [1] 19/5
al [1] 3/3
alien [1] 70/16
all [99]
allegation [9] 13/12 16/2 16/7 21/7 77/2 77/4 77/19 80/24 83/18
allegations [20] 14/8 14/8 18/22 48/3 54/15 62/3 62/5 66/1 77/16 80/15 81/11 81/11 83/10 84/17 84/18 84/19 86/6 87/5 87/6 88/9
allege [5] 17/22 19/9 20/25 25/7 80/25
alleged [22] 11/4 16/2 18/24 20/13 24/17

A

alleged... [17] 25/2 29/16 36/18 39/22 41/11 47/20 48/19 49/12 55/14 58/7 61/7 66/3 66/3 74/22 85/22 86/19 87/18
allegedly [2] 48/23 80/5
alleges [1] 23/13
alleging [5] 20/1 20/10 22/8 22/13 74/17
Alletta [2] 2/4 3/14
allow [1] 83/5
almost [2] 59/15 59/23
alone [1] 25/22
already [10] 43/9 49/1 51/20 52/8 53/20 53/23 55/25 64/9 64/16 76/24
also [30] 3/25 4/6 4/14 4/25 9/25 14/17 24/13 25/5 25/25 29/18 30/11 33/25 34/23 35/16 38/4 38/25 39/6 53/8 56/11 60/20 60/24 61/8 63/12 65/10 70/24 71/11 71/16 85/7 85/22 86/24
Altaire [1] 54/8
alter [1] 77/20
alternative [7] 19/13 19/17 21/10 38/5 59/4 59/6 73/24
although [6] 4/3 40/1 44/14 44/18 48/3 53/21
always [3] 57/23 68/14 77/8
am [2] 43/5 50/21
American [1] 54/14
among [1] 58/9
amount [3] 27/21 40/15 85/15
analysis [14] 25/5 26/10 43/25 47/4 47/6 52/15 54/11 60/12 63/20 65/22 65/23 67/18 68/3 68/5
analyze [1] 76/19
analyzed [1] 76/18
analyzing [1] 54/10
and Judge [1] 32/9
Angeles [8] 24/10 24/11 36/6 44/16 44/23 45/9 46/20 50/1
Anheuser [1] 88/15
Anheuser-Busch [1] 88/15
Ann [1] 14/13
another [8] 9/13 9/24 20/9 42/17 45/10 48/4 57/19 58/21
answer [1] 4/10
anticipate [1] 74/15
anticipated [1] 89/10
Antonovich [1] 87/3
any [57] 4/10 5/6 5/7 8/2 12/3 12/9 15/3 15/3 15/25 17/17 22/9 22/15 26/22 28/18 29/6 31/3 33/11 33/14 37/15 38/10 40/24 43/3 45/23 45/24 46/1 46/6 49/7 49/7 49/10 49/11 49/11 49/12 49/13 49/17 49/18 52/18 56/3 56/24 57/7 62/3 62/13 64/20 64/21 66/5 68/1 68/5 73/17 74/17 74/18 74/18 75/14 78/2 79/8 81/8 82/3 82/13 88/4
anybody [1] 43/4
anyone [2] 27/15 30/15
anything [7] 40/20 49/16 56/16 63/16 69/17 82/18 88/8
anywhere [5] 6/20 20/12 29/13 68/15 80/13
apart [6] 10/15 10/16 17/4 36/5 36/9 42/2
apologies [1] 89/9
apologize [2] 34/16 71/1
apparent [1] 49/4
apparently [1] 21/22
appearances [2] 2/2 3/8
appears [1] 63/13
applicable [1] 88/22
applied [3] 7/7 67/13 67/17
applies [2] 86/22 87/20
apply [7] 16/19 28/20 28/25 34/23 64/10 86/17 87/22
applying [2] 52/16 80/18
appreciate [3] 39/19 74/5 78/25
approach [2] 60/15 78/10
April [1] 18/10
are [125]
area [1] 6/24
aren't [2] 12/18 56/4
argue [7] 28/4 30/23 34/9 72/14 72/19 81/2 85/17
argued [3] 28/20 57/10 81/25
argues [2] 80/14 87/9
arguing [2] 7/18 40/25
argument [28] 3/4 4/11 4/14 4/18 14/6 16/21 17/1 18/5 18/15 18/22 24/9 25/6 25/11 26/13 29/3 29/5 32/2 42/10 42/13 47/5 56/1 60/10 69/25 73/25 75/7 77/21 82/21 85/9
arguments [8] 30/12 31/24 31/25 34/22 75/15 85/16 87/10 89/5
army [1] 65/4
arose [1] 47/15
around [3] 22/25 33/23 39/7
arrive [1] 50/25
article [4] 6/19 7/2 51/14 52/5
Artists [1] 40/12
as [78] 5/9 6/9 6/12 8/15 8/18 9/25 13/15 19/21 20/4 21/19 22/21 22/23 26/20 28/4 28/15 28/20 29/22 30/4 30/4 30/14 31/21 34/8 44/9 44/9 45/3 47/6 47/13 48/21 50/8 56/14 56/15 56/15 58/13 59/5 59/9 59/17 59/17 60/2 60/6 60/11 61/4 63/9 63/13 63/21 63/21 66/14 66/21 66/23 68/5 70/11 70/14 71/4 71/17 71/19 72/2 72/7 72/8 73/13 73/16 74/21 77/1 77/7 77/13 77/15 77/20 78/22 79/12 79/12 80/18 81/14 81/16 82/11 82/22 82/22 86/5 86/6 88/21 89/8
Asahi [3] 57/3 57/13 70/13
Ashcroft [1] 86/11
Asia [1] 48/14
Asia-Pacific [1] 48/14
aside [1] 25/9
ask [10] 15/14 16/11 18/20 20/5 24/8 28/1 31/15 60/17 76/18 88/6
asked [3] 37/8 37/10 58/2
asking [2] 5/12 32/25
assaults [1] 81/15
assemble [1] 41/2
assertion [1] 34/11
associated [2] 43/2 43/4
assume [1] 58/4
assumption [1] 26/20
Astrue [1] 86/2
at [98]
attached [1] 36/11
attack [2] 37/2 65/4
attempt [2] 35/9 45/23
attempted [2] 49/11 74/18
attempting [1] 36/2
attenuated [1] 10/6
Auckland [2] 45/14 45/20
audience [2] 51/11 51/12
August [2] 43/17 85/21
August 10th [1] 85/21
Aussie [2] 47/22 48/4
Australia [86] 14/22 14/23 23/6 27/7 31/18 31/22 31/25 32/18 34/4 34/11 36/3 36/7 36/9 37/1 37/5 38/2 41/21 41/22 44/24 45/1 45/2 45/22 45/25 46/8 46/10 46/14 46/16 46/20 46/24 47/1 48/1 48/6 48/6 48/7 48/8 48/15 48/18 49/14 50/3 50/4 50/6 56/5 56/5 56/8 56/25 58/5 58/13 58/15 58/17 58/19 58/23 58/25 59/3 59/5 60/9 61/6 62/5 62/11 62/14 62/24 63/3 63/5 63/6 63/11 63/14 63/15 65/8 65/18 67/5 67/6 67/14 67/15 68/14 68/15 69/14 69/14 69/16 70/8 70/9 71/9 73/11 73/18 73/22 74/3 74/24 76/21
Australia-centric [1] 31/25
Australian [5] 45/3 61/5 61/6 62/18 67/13
Australian-based [1] 67/13
authority [2] 15/21 79/15
avail [2] 62/16 62/18
availing [3] 62/17 65/16 70/9
availment [7] 25/6 26/1 26/10 30/2 30/9 50/24 66/16
availment-type [1] 26/10
Ave [1] 2/23
Avenue [1] 2/9
avoid [1] 73/17
aware [10] 17/19 28/16 31/4 31/9 31/13 37/7 42/11 43/3 43/8 81/22
away [8] 37/24 39/20 41/9 48/21 57/25 61/20 73/11 73/11

B

back [9] 26/19 26/23 29/2 31/19 32/1 35/1 47/25 62/1 77/1
backdrop [1] 86/13
backhanded [1] 32/1
bad [2] 43/15 87/4
balance [2] 61/10 65/9
Balistreri [1] 86/16
balls [1] 21/21
Bancroft [15] 4/14 5/15 5/15 5/16 7/21 8/4 8/10 8/12 8/16 8/24 9/4 38/20 51/20 53/4 68/16
bank [1] 55/9
base [4] 26/16 30/19 30/19 47/4
based [28] 12/14 12/15 17/14 18/24 33/5 33/9 33/10 33/23 33/24 34/2 35/20 35/21 35/22 37/3 44/17 47/24 48/9 67/13 67/17 71/22 71/25 75/2 75/8 76/7 76/11 76/12 87/18 88/9
bases [1] 88/23
basic [2] 47/12 81/24
basically [2] 36/19 83/5
basics [2] 47/7 47/7
basis [7] 19/24 21/13 29/14 30/16 37/19 54/19 81/16
battle [2] 69/17 69/22
be [80] 4/20 5/18 5/25 8/5 9/10 9/16 9/21 11/16 11/19 13/9 13/10 15/3 17/12 19/23 19/25 24/18 27/13 28/6 29/6 29/7 29/13 31/8 32/4 32/12 32/19 33/7 33/8 33/8 33/19 34/21 36/7 37/8 40/19 41/13 41/14 42/6 49/3 50/14 50/16 51/18 52/5 53/7 53/15 54/15 56/23 57/17 58/4 58/5 58/24 60/4 60/9 61/23 63/1 63/3 63/25 63/25 64/5 64/7 64/14 64/15 67/21 69/17 69/21 72/17 73/1 74/16 79/1 79/5 79/17 79/23 81/7 81/9 82/9 82/11 82/22 83/6 87/11 87/14 88/8 89/2
bear [1] 4/7
became [5] 31/4 42/11 43/8 67/5 67/5
because [55] 4/5 4/13 6/25 7/4 7/8 7/14 7/14 10/21 16/20 18/9 23/15 24/10 24/22 25/3 25/7 28/20 29/12 31/14 33/2 35/3 35/12 35/19 38/20 39/3 39/8 41/17 42/5 43/21 48/2 51/18 51/21 52/3 52/4 52/22 53/20 55/24 56/23 57/5 58/5 58/23 59/20 64/7 64/20 65/12 65/15 66/19 68/21 69/9 70/5 70/19 73/9 81/3 82/15 83/11 88/16
BECKERMAN [1] 1/19
become [2] 7/14 14/15

B

been [21] 5/13 5/14 7/18 7/22 8/21 20/10 31/17 35/15 36/16 38/16 41/7 46/1 47/3 51/25 53/21 56/13 60/16 63/13 68/7 68/21 83/1
before [10] 1/19 21/3 43/18 50/8 58/14 63/18 63/20 75/14 85/6 87/23
beforehand [1] 31/11
began [1] 71/23
beginning [2] 3/9 21/1
begins [1] 11/19
behalf [4] 3/16 3/19 19/1 82/8
being [8] 8/2 9/5 9/7 10/1 28/18 28/22 57/6 79/10
belated [1] 36/11
belied [2] 34/11 48/21
believe [5] 24/19 25/24 28/23 79/9 87/10
believed [1] 8/12
belongs [3] 39/23 73/12 87/17
below [1] 90/4
benefit [3] 67/3 67/25 69/14
benefits [3] 27/13 63/2 65/14
Berne [1] 2/13
Berset [1] 84/10
Berset-Price [1] 84/10
best [3] 28/19 28/24 72/22
better [1] 30/14
between [14] 9/21 10/7 11/21 15/6 22/19 26/14 35/20 37/18 53/7 55/15 62/4 70/3 75/1 76/1
bidding [1] 59/2
big [7] 10/19 10/21 10/22 31/19 35/2 45/9 53/4
bigger [1] 84/22
billion [2] 73/19 73/19
Bisgaard [1] 2/8
bit [9] 24/21 25/3 29/3 52/9 57/11 60/5 62/1 63/19 66/11
Bittorent [1] 10/2
Bittorrent [1] 9/25
Bixby [5] 38/15 38/25 53/5 53/23 78/4
Bixby/KBR [1] 38/15
blanket [2] 22/11 26/17
Blattner [3] 2/19 2/19 3/25
block [2] 5/20 86/24
blue [1] 74/13
boat [2] 55/4 55/8
Bob [3] 59/19 59/19 85/13
Bonita [3] 2/22 90/9 90/10
both [7] 4/5 22/24 31/1 51/19 68/23 81/1 81/1
box [19] 13/7 20/5 35/11 35/24 40/11 40/12 40/22 41/7 45/7 45/8 45/24 46/7 46/16 46/24 46/25 47/1 47/2 56/6 77/2
brand [1] 54/21
brand-new [1] 54/21
Brayton [3] 8/8 8/8 8/10
breach [11] 11/3 17/24 19/7 24/17 24/20 24/22 25/2 30/11 31/2 63/22 64/4
breached [1] 35/15
breaches [2] 86/20 86/20
breaching [2] 19/6 20/16
break [3] 10/15 10/16 89/10
Brennner [8] 2/4 3/14 12/2 12/4 19/14 19/15 28/1 77/21
brief [28] 4/4 4/12 9/3 10/20 12/17 13/14 17/25 25/15 28/20 33/18 37/7 37/16 52/20 53/21 54/25 55/24 59/17 68/4 77/24 78/12 79/9 80/14 80/16 80/17 81/25 82/20 82/22 88/21
briefly [6] 28/6 60/1 74/10 75/11 78/17 83/8
briefs [4] 4/6 7/24 34/9 75/25
bring [8] 31/21 32/1 65/4 65/11 67/22 70/22 75/19 84/22
bringing [1] 61/19
Brisbois [1] 2/8
British [1] 57/9
broad [1] 37/3
broad-based [1] 37/3
broader [1] 39/18
broken [1] 41/5
brought [4] 41/24 64/5 64/7 87/23
Brown [1] 55/3
building [2] 5/20 55/8
bulk [1] 33/22
bullet [2] 74/14 74/16
bunch [2] 40/2 61/21
burden [16] 4/7 31/17 47/13 47/19 57/2 57/3 65/25 66/7 68/23 69/3 69/4 70/11 70/15 70/17 70/19 71/10
Burger [12] 5/21 6/5 6/6 6/14 10/13 26/8 27/16 47/8 66/17 66/23 67/17 67/18
BURTON [59] 1/6 2/16 3/3 3/22 3/25 12/8 15/9 17/12 18/12 18/25 19/6 20/13 23/12 23/13 24/21 31/3 31/12 42/16 42/18 42/19 43/10 43/12 44/16 44/20 44/21 44/23 46/18 46/20 46/23 47/24 48/2 48/7 48/17 48/20 49/5 49/10 50/1 50/5 50/7 58/6 64/3 64/8 69/8 69/12 71/17 75/4 75/4 76/7 76/24 78/22 82/3 82/20 83/10 83/13 84/8 84/8 84/24 84/25 87/23
Burton's [13] 17/12 19/7 24/18 24/20 30/11 31/5 36/9 61/16 63/23 79/6 81/11 84/11 85/16
bury [2] 84/23 84/23
Busch [1] 88/15
business [33] 12/13 12/15 13/22 13/24 14/4 14/20 14/25 15/2 15/4 20/24 22/23 22/23 23/1 24/1 25/12 25/16 25/19 27/24 29/4 29/17 30/24 32/21 32/22 33/1 34/8 36/3 41/7 49/7 62/22 63/8 64/10 75/4 77/1
businesses [1] 76/25
but [107]
button [1] 56/24
buy [1] 83/10

C

C.S [1] 2/19
CA [1] 2/18
cahoots [1] 31/7
Cal [1] 85/24
Calder [8] 5/21 6/16 10/13 51/10 51/16 52/2 54/10 54/17
California [36] 6/18 7/2 7/3 7/3 8/19 9/14 9/15 21/19 33/8 51/11 51/13 51/14 51/15 51/16 51/18 52/4 52/4 52/18 54/3 54/14 54/16 54/18 54/19 55/13 55/15 55/16 55/17 55/19 55/20 55/20 55/21 55/23 73/12 79/16 85/21 86/3
call [5] 37/3 41/9 45/1 48/25 70/7
called [1] 38/5
calls [9] 26/19 26/20 27/5 27/5 61/13 61/19 65/3 65/6 70/3
came [6] 16/6 16/8 16/12 25/10 27/23 27/24
can [42] 5/25 6/1 10/15 11/7 12/2 13/8 13/13 19/23 24/1 25/10 25/12 31/8 33/11 33/14 37/8 47/20 57/24 58/15 59/2 64/4 65/3 65/4 65/5 67/9 67/19 69/20 70/15 70/16 73/17 73/20 73/21 74/15 76/13 77/8 77/10 77/18 77/22 80/3 81/15 82/22 84/18 86/8
can't [19] 5/16 15/11 17/4 17/4 22/11 22/13 39/3 40/6 56/14 56/14 56/15 61/19 63/25 63/25 64/17 67/21 72/13 77/18 77/24
cannot [2] 9/21 53/7
capacity [1] 70/18
card [2] 18/7 20/10
carefully [1] 44/19
carry [2] 65/25 69/3
case [125]
case-dispositive [1] 89/6
cases [54] 4/15 5/20 5/22 7/11 7/12 8/5 8/12 8/21 8/21 9/2 9/4 9/5 9/6 9/7 9/8 9/17 9/24 16/1 19/12 23/23 32/5 37/15 38/5 38/6 38/11 38/15 38/24 38/25 39/1 39/7 39/10 39/10 39/14 41/13 44/2 51/6 51/7 52/10 52/21 53/22 54/1 54/21 55/2 68/7 77/25 78/1 78/9 78/13 78/14 79/12 79/18 79/19 82/13 82/14
categories [1] 14/18
cause [4] 64/4 64/6 69/22 90/6
causing [1] 55/17
center [5] 35/14 48/16 48/17 52/3 57/25
Central [1] 54/13
centric [1] 31/25
Century [9] 8/17 9/12 9/16 39/12 39/13 52/20 68/3 77/23 78/8
CEO [1] 44/13
CEOs [1] 76/15
certain [3] 34/9 39/25 80/14
certainly [15] 8/6 11/8 24/19 27/4 29/17 30/18 31/8 31/9 31/14 46/21 58/9 70/16 75/25 76/15 81/13
certified [1] 90/7
certify [1] 90/4
cetera [1] 70/7
chain [1] 46/9
chains [1] 22/25
challenge [1] 49/22
chance [1] 4/6
change [2] 60/16 78/3
changed [5] 5/1 5/6 5/13 27/13 54/7
characterizations [1] 78/21
charge [1] 58/12
charging [1] 88/17
charts [2] 64/20 89/5
Chief [1] 53/13
child [1] 40/23
children's [1] 40/15
choice [3] 6/11 42/19 67/1
choice-of-law [2] 6/11 67/1
choose [1] 75/19
chose [3] 75/18 75/18 84/4
Christopher [2] 2/19 3/24
Cinema [1] 46/9
cinemas [5] 13/2 13/3 45/22 45/23 46/10
circuit [19] 5/12 5/13 7/21 8/1 8/3 8/16 21/12 24/4 38/25 52/9 52/10 53/6 53/24 67/17 70/13 71/3 86/10 86/25 87/2
Circuit's [1] 68/8
circumstances [2] 86/1 86/18
cite [10] 9/25 9/25 10/24 31/21 53/12 55/3 55/12 79/11 86/24 88/20
cited [11] 4/21 7/25 8/15 26/7 38/8 53/8 55/2 57/3 72/16 86/15 86/22
cites [6] 8/8 8/10 8/20 8/23 8/25 88/15
citing [6] 47/8 60/12 70/13 70/24 81/13 87/19
citizen [1] 61/5
Civil [1] 3/3
claim [13] 20/19 25/2 35/15 43/11 47/15 50/25 79/17 79/21 80/1 80/5 86/7 87/11 88/23
claimant [1] 87/16
claims [6] 25/4 35/21 35/22 42/4 80/18 81/24
clarify [1] 16/11
class [1] 87/19
classic [1] 35/19

C

clause [1] 67/8
clear [4] 28/24 68/6 80/2 84/20
clearly [1] 80/4
clerk [1] 44/8
click [1] 63/8
clicked [3] 25/14 25/19 29/21
clicking [2] 29/3 29/10
clicks [2] 29/13 62/23
client [7] 10/22 74/1 77/10 77/15 84/8 85/7 88/24
clients [6] 19/2 24/11 49/11 68/1 74/18 77/8
close [1] 56/17
coast [2] 34/5 44/14
Coca [1] 40/21
code [8] 25/12 25/16 25/18 25/19 29/3 62/22 63/8 64/9
codeine [1] 83/10
cognizable [1] 80/2
Coie [1] 2/5
Cola's [1] 40/21
collaboration [34] 4/12 5/3 10/9 10/18 10/20 10/23 10/25 11/6 11/19 12/6 12/11 12/25 16/5 16/16 34/25 35/2 35/5 35/8 35/12 35/15 35/16 35/18 35/22 37/10 37/22 37/24 37/24 39/21 41/10 47/17 49/16 50/9 56/13 75/19
colleague [3] 12/2 19/15 59/22
collection [2] 47/25 48/7
Collier [1] 85/23
come [12] 15/11 39/1 40/6 47/25 48/22 52/10 53/22 58/6 61/22 61/25 65/8 78/1
comes [1] 65/7
coming [3] 12/24 13/4 17/5
comment [4] 31/19 58/7 77/7 87/18
comments [15] 28/14 28/18 28/23 34/24 59/10 59/23 60/24 60/25 66/15 75/15 77/7 78/19 82/23 83/20 83/21
communicated [1] 84/2
communication [1] 28/17
companies [4] 13/21 43/1 44/25 53/11
company [43] 1/8 1/9 12/13 13/15 13/23 14/1 14/2 14/3 15/23 18/17 18/18 19/23 21/15 21/16 21/19 29/13 29/16 32/13 32/23 33/9 34/10 35/23 36/1 37/18 41/22 42/16 44/25 45/2 45/16 46/17 48/1 48/7 49/15 49/17 55/16 56/6 61/6 71/20 72/6 72/13 73/19 73/20 88/21
compelling [3] 32/4 69/5 69/20
compete [2] 48/13 71/16
competing [4] 12/15 13/10 30/21 32/22
competition [3] 17/8 49/13 74/23
competitive [3] 13/10 15/4 71/16
competitor [4] 14/19 19/21 21/16 37/4
competitors [1] 14/18
complaining [1] 83/3
complaint [19] 20/3 48/11 48/14 75/19 77/3 79/23 79/24 80/3 80/13 80/15 80/24 81/5 81/20 81/25 82/2 82/2 82/14 86/4 88/14
complaints [1] 83/2
completely [1] 7/15
comply [1] 29/23
component [1] 76/12
computer [2] 25/13 36/10
computers [2] 76/6 83/23
concedes [5] 48/12 50/8 58/19 62/8 62/10
concept [1] 6/13
concluded [1] 89/12
concluding [1] 75/14
conclusion [1] 85/3
conditions [4] 62/25 80/7 80/8 82/6
conduct [32] 25/12 25/16 25/20 29/4 29/4 51/22 52/23 53/1 53/2 61/7 62/22 63/8 64/10 67/14 68/9 68/11 76/1 76/3 77/11 77/15 80/25 81/6 81/12 81/21 81/21 83/7 83/8 83/9 84/1 84/7 84/14 85/1
confer [1] 70/4
conference [1] 27/5
confidential [17] 12/12 12/14 12/19 16/17 19/3 19/20 21/8 22/9 33/5 35/10 36/24 39/22 40/7 43/15 48/20 49/13 74/23
confidentiality [5] 17/15 18/13 18/18 25/17 29/24
confirm [1] 74/14
conflated [1] 7/18
conflict [1] 57/19
conflicts [2] 71/18 72/8
conformed [1] 90/7
confused [1] 51/6
connection [8] 6/15 15/6 35/20 42/3 62/4 63/3 66/19 70/20
connections [3] 16/2 16/4 46/5
consider [1] 85/22
consideration [6] 6/3 19/12 28/7 57/19 71/24 74/6
considering [1] 28/6
consistent [6] 9/6 10/12 23/23 23/24 24/5 78/14
consolidated [1] 74/1
conspiracy [1] 54/15
constituted [1] 86/19
constitutes [1] 75/22
constitutional [2] 80/12 88/22
constructive [5] 79/5 79/17 80/1 80/4 87/22
consultant [1] 84/10
contact [39] 5/9 5/24 6/4 6/21 6/22 7/11 10/5 10/7 16/6 17/11 19/9 19/24 21/10 21/14 21/24 22/19 23/23 24/2 26/5 26/5 26/8 26/18 27/4 27/18 30/2 30/4 30/18 31/3 42/18 46/6 49/10 52/3 56/12 56/24 56/25 66/16 66/17 70/10 75/22
contacting [1] 61/13
contacts [29] 5/3 5/4 7/13 10/10 10/11 15/22 16/9 26/21 37/20 39/16 41/12 44/1 44/1 44/2 51/18 52/12 52/13 52/13 52/14 58/14 59/9 60/13 60/21 60/21 61/1 61/10 66/22 67/22 70/6
contain [1] 86/5
contained [1] 66/25
contemplated [2] 62/14 66/22
content [1] 60/25
contention [5] 5/5 5/12 5/22 12/21 33/4
contents [1] 28/23
context [5] 42/17 63/17 82/16 88/18 88/19
continue [3] 63/14 71/12 84/6
continues [1] 68/16
contract [32] 4/13 17/21 25/2 25/10 26/9 31/5 42/18 42/20 42/25 43/3 43/4 43/7 43/9 43/14 43/18 43/19 43/20 43/25 54/9 55/15 63/1 63/13 63/16 63/23 64/2 64/4 64/11 66/20 66/22 67/7 67/13 67/14
contracted [3] 62/19 63/6 63/7
contracts [5] 22/22 23/2 24/10 34/2 66/25
contractual [2] 62/2 62/25
contrary [2] 15/25 37/16
contrast [1] 72/3
control [1] 14/9
controlled [2] 6/12 84/2
controversial [1] 47/19
controversy [1] 73/9
convenience [3] 47/10 56/19 58/22
conveniens [1] 32/2
convenient [1] 73/16
convey [1] 75/24
copies [3] 39/2 54/12 54/21
copy [8] 9/4 11/10 11/12 11/13 31/11 43/3 43/7 77/23
copyrighted [1] 53/16
core [6] 13/22 13/24 15/4 30/24 70/12 72/16
Core-Vent [2] 70/12 72/16
corporate [12] 23/3 23/7 23/19 24/13 25/8 26/15 26/18 27/9 27/14 27/15 30/5 76/2
corporation [23] 1/3 1/3 3/3 3/11 3/12 3/13 3/15 10/12 11/22 19/2 22/22 25/17 32/13 34/1 39/8 39/12 39/13 45/4 52/24 52/25 52/25 80/5 80/8
Corporation's [1] 23/22
corporations [2] 39/11 39/15
correct [2] 74/19 90/5
Couch [1] 2/6
couching [1] 80/17
could [11] 4/18 9/10 28/6 48/13 58/5 64/6 69/1 74/12 81/9 83/17 85/19
couldn't [2] 9/14 83/12
counsel [8] 3/8 8/15 8/23 75/23 82/24 87/16 88/15 89/4
counter [7] 79/24 80/3 80/15 80/24 81/5 81/20 81/24
counteract [1] 84/9
counterclaim [4] 23/14 85/4 88/5 88/14
counterclaims [2] 23/13 88/7
counting [1] 81/20
country [5] 19/11 47/25 57/13 70/15 83/11
County [1] 86/9
couple [10] 19/11 21/3 38/5 44/7 61/12 69/2 69/7 75/12 78/18 88/10
course [13] 26/3 40/16 47/13 47/18 47/21 48/21 50/25 51/2 56/10 56/13 76/1 76/3 83/24
court [46] 1/1 1/20 2/22 5/11 5/19 5/19 6/8 6/21 7/1 7/24 8/18 10/3 15/11 19/18 22/12 24/4 31/22 54/16 55/10 55/19 57/17 60/11 61/2 61/19 64/14 65/12 66/10 67/23 68/6 70/14 70/22 71/19 71/23 75/21 78/9 79/20 82/14 83/21 85/24 86/10 86/11 87/24 88/7 88/17 89/11 90/11
court's [3] 6/3 24/5 70/25
Courthouse [1] 2/22
courtroom [1] 78/5
courts [3] 26/1 66/2 71/21
cover [2] 11/18 68/18
covered [1] 67/25
created [3] 66/19 80/6 80/8
creates [2] 23/23 24/1
critical [1] 82/25
CRR [2] 2/22 90/10
CSR [2] 2/22 90/10
cups [1] 6/7
curious [1] 4/11
current [1] 63/1
currently [2] 22/18 31/11
customers [4] 49/12 74/18 75/5 77/1
cv [2] 1/4 3/4

D

data [8] 20/4 35/11 39/23 39/23 45/8 46/24 47/25 48/7
data-collection [2] 47/25 48/7
date [3] 36/13 40/17 90/10
David [2] 2/16 3/21
day [4] 21/2 33/24 61/22 85/15

D

days [1] 40/3
deal [15] 10/19 10/21 10/22 13/2 13/3 16/14 20/15 20/16 31/19 35/2 39/7 39/11 39/14 50/23 67/19
dealing [4] 26/3 41/7 43/22 83/6
deals [3] 13/2 23/15 56/7
dealt [1] 57/20
debate [1] 12/20
December [3] 11/20 21/1 88/12
December 23rd [1] 88/12
December-November [1] 11/20
decide [1] 33/19
decided [4] 32/10 38/16 54/22 56/22
deciding [1] 74/6
decision [2] 55/3 76/20
decisions [1] 69/9
declaration [30] 13/19 14/12 14/13 15/3 16/18 20/19 22/16 26/11 26/12 26/12 26/13 27/3 27/6 28/10 30/17 30/17 33/2 34/7 40/1 40/3 41/25 42/8 44/19 45/6 45/20 45/21 46/21 46/25 61/15 62/9
declarations [8] 3/6 13/16 29/19 49/20 61/16 61/16 77/3 77/4
deeds [1] 48/20
defamed [1] 23/14
defects [1] 43/19
defend [1] 77/16
defendant [25] 5/9 5/25 9/21 10/7 10/8 47/10 49/11 51/23 52/23 53/7 53/17 54/6 54/6 55/14 56/19 57/2 57/4 57/6 60/14 66/19 67/19 68/9 69/4 74/17 77/10
defendant's [11] 52/12 52/12 52/12 56/21 57/20 60/21 70/1 71/19 71/21 71/24 72/9
defendants [38] 1/10 2/11 2/16 3/16 3/19 4/4 4/19 7/9 7/19 8/4 10/10 10/19 10/24 11/10 11/12 12/6 17/25 19/18 22/9 22/19 23/5 31/21 34/5 42/11 43/10 43/24 47/14 54/20 55/4 55/9 56/23 58/18 58/20 60/17 60/18 72/5 74/4 74/16
defendants' [8] 3/6 4/3 4/11 4/14 4/18 28/6 31/17 75/15
defending [4] 69/9 70/14 71/8 71/9
defense [2] 52/24 58/9
deficiency [1] 88/4
deficient [1] 64/19
defined [1] 79/5
deleted [1] 76/8
demarcations [1] 45/13
Demeaning [2] 83/20 83/21
demonstrative [1] 74/13
denied [1] 87/1
deny [1] 72/12
Department [1] 86/17
depending [1] 30/16
deprived [1] 57/6
derivative [2] 5/25 6/12
describe [1] 83/8
describes [1] 76/25
Design [1] 53/10
despite [1] 34/7
details [2] 50/12 63/19
determination [1] 57/14
determined [1] 56/23
determining [1] 37/9
devastating [1] 51/15
develop [2] 20/24 32/22
developed [9] 19/4 20/7 20/20 20/22 22/3 22/4 22/10 22/15 24/15
did [24] 18/4 18/8 31/3 35/3 48/24 49/7 50/10 55/10 59/8 64/8 64/8 64/19 64/24 64/24 65/19 67/7 67/12 70/7 75/25 78/22 78/22 84/2 84/5 85/6
didn't [18] 6/18 6/18 18/1 18/2 18/15 31/10 38/11 48/12 48/22 54/22 55/24 58/6 61/17 64/18 75/18 75/24 76/5 79/9
difference [2] 5/7 52/22
different [11] 25/3 35/23 37/25 38/1 38/18 38/19 39/3 39/8 54/5 57/11 58/11
differently [2] 38/17 77/19
differs [1] 60/23
difficulties [1] 72/25
diminish [1] 71/11
direct [7] 19/21 24/12 25/1 36/23 53/2 67/1 68/10
directed [2] 47/14 66/4
directing [1] 50/22
direction [3] 25/5 30/10 67/24
director [4] 29/17 29/17 29/23 71/4
director-level [1] 29/23
directors [2] 13/17 13/17
disagree [3] 69/4 75/9 77/24
discharge [5] 79/5 79/17 80/1 80/5 87/22
disclosed [1] 83/2
discovery [1] 87/12
discredited [1] 51/21
discuss [1] 75/11
discussed [3] 42/1 42/17 52/8
discussion [2] 7/11 41/16
discussions [1] 58/16
disfavor [1] 85/25
dismiss [8] 3/4 3/7 9/1 17/13 86/4 87/1 88/19 88/25
dismissal [1] 88/5
dismissed [1] 82/14
dispense [1] 85/8
displaying [1] 53/16
dispositive [2] 72/17 89/6
disproving [1] 49/24
dispute [5] 28/21 48/16 49/16 57/22 57/24
disputes [1] 85/17
disseminated [1] 51/11
dissemination [1] 51/15
distance [1] 53/4
distill [1] 51/8
distinction [1] 11/23
distinguished [1] 52/21
distraction [1] 35/19
district [15] 1/1 1/2 1/20 2/22 8/19 24/4 29/7 54/2 54/13 55/13 55/22 68/6 85/21 86/2 86/3
division [7] 20/21 44/16 47/24 50/2 56/4 76/11 76/12
do [68] 4/7 7/13 7/19 10/19 11/10 11/12 11/17 12/4 14/7 15/12 16/12 26/16 27/9 27/12 27/19 30/1 31/3 35/13 35/14 36/25 37/21 38/1 38/4 40/12 43/13 45/10 46/1 46/6 47/17 49/3 49/16 55/8 59/3 59/17 59/21 59/22 60/1 63/9 63/21 64/8 65/1 65/3 65/18 65/22 70/18 73/5 73/7 73/20 74/21 75/14 76/19 78/21 78/22 79/14 83/13 83/18 83/19 84/4 84/4 84/15 84/18 85/12 86/8 87/11 87/12 88/6 88/6 89/6
docket [3] 3/5 3/7 74/1
document [4] 14/17 15/1 15/2 62/22
documents [5] 14/24 15/19 33/1 36/10 36/14
Doe [1] 37/17
does [13] 5/7 5/11 14/17 28/25 37/21 42/19 53/1 53/17 68/10 69/3 80/25 82/2 87/21
doesn't [14] 5/7 13/25 28/17 28/19 40/20 44/13 46/25 64/10 65/8 65/16 70/17 73/9 81/2 86/17
doing [5] 46/16 64/22 65/17 83/1 87/15
Dole [9] 56/19 71/20 71/23 72/3 72/5 72/8 77/17 77/17 77/22
dollar [2] 73/19 73/20
don't [50] 9/23 10/5 13/5 15/3 24/24 25/11 26/4 28/3 31/6 35/16 37/13 38/6 38/8 41/12 42/3 42/4 42/14 42/22 43/20 45/25 46/2 49/21 50/23 59/10 60/3 62/3 62/9 64/20 64/21 65/14 66/21 66/23 67/9 67/10 67/19 68/4 68/15 68/20 72/19 73/4 77/22 78/2 78/5 78/6 81/18 82/3 82/12 86/15 86/21 88/8
done [5] 62/2 79/19 88/7 88/8 88/14
door [1] 32/1
double [1] 41/25
down [11] 8/19 17/6 23/19 24/10 34/11 38/11 39/1 56/8 62/1 71/3 76/21
downloaded [1] 41/21
drag [1] 66/9
dragging [1] 48/19
drive [1] 52/14
drug [1] 81/15
due [6] 36/13 47/5 47/8 47/9 74/6 86/20
duplicate [1] 68/20
dying [1] 32/9
Dylan [3] 59/19 59/20 85/13

E

each [4] 17/3 20/11 21/22 34/15
earlier [1] 77/20
early [1] 45/19
easily: [1] 73/21
easily: sue [1] 73/21
East [1] 44/14
economy [1] 73/1
ecstasy [1] 83/15
EDI [5] 22/3 22/10 22/15 39/22 40/20
edited [1] 6/20
editor [1] 6/17
effect [2] 5/17 77/24
effective [3] 58/22 58/24 73/16
effects [2] 38/19 53/14
efficiency [2] 72/21 73/1
efficient [2] 58/1 73/8
efficiently [1] 41/2
effort [1] 46/1
efforts [2] 23/17 46/6
ego [1] 77/20
either [1] 40/5
electronic [1] 39/23
element [2] 79/25 80/11
elements [4] 79/20 79/23 80/4 81/24
eloquent [1] 36/19
else [4] 42/20 68/15 82/18 88/8
else's [1] 40/20
elsewhere [2] 15/5 64/14
email [9] 26/18 30/5 41/14 46/19 46/19 65/12 67/20 70/7 76/24
emails [22] 12/1 17/22 26/19 26/22 32/24 36/24 36/25 45/16 45/17 45/17 55/5 55/7 58/15 61/12 61/18 64/16 64/17 65/2 65/6 70/2 76/5 76/6
embodied [5] 80/2 80/12 80/19 81/9 88/22
embraced [1] 5/20
emphasizing [1] 44/13
employed [3] 23/8 61/6 72/5
employee [8] 26/21 29/6 29/11 29/12 29/15 29/23 30/14 62/11
employees [14] 12/12 12/23 13/17 13/18 29/12 31/14 32/22 81/2 81/4 81/4 83/5 83/14 83/16 83/24
employer [1] 67/5
employment [35] 17/12 17/13 17/14

E

employment... [32] 17/19 19/7 24/18 24/20 24/22 25/8 25/9 26/6 30/11 31/3 31/5 31/12 31/13 32/16 42/11 42/16 43/3 43/12 62/4 62/14 62/15 62/16 62/21 62/23 63/1 63/9 63/12 64/12 67/2 71/7 71/8 85/2
employment-type [1] 26/6
encourage [1] 28/9
encouraged [1] 84/6
end [4] 61/21 63/20 66/12 69/25
endeavors [1] 27/12
ends [1] 69/13
enforce [2] 67/22 85/4
enforceable [1] 43/21
engage [1] 84/7
engagement [1] 28/12
engages [2] 52/23 68/9
Engineering [1] 88/20
enjoy [1] 85/13
enough [8] 25/22 29/4 38/23 53/14 54/17 66/17 68/21 81/17
ensue [1] 21/18
entered [4] 6/6 6/9 12/10 29/20
entering [2] 21/15 21/17
enterprises [1] 38/2
entertainment [6] 35/9 37/11 37/14 45/15 49/15 60/2
entire [1] 11/16
entirely [2] 33/5 65/22
entirety [1] 30/7
entities [1] 61/8
entitled [3] 67/21 79/22 90/6
entitlement [1] 85/23
entity [1] 27/8
environment [4] 82/6 82/8 82/11 83/6
environmental [1] 87/21
equal [1] 86/20
equally [1] 77/11
Erickson [1] 54/2
Eritrea [1] 14/3
especially [2] 16/1 60/18
Essentials [2] 13/7 20/5
establish [1] 37/19
et [2] 3/3 70/7
et cetera [1] 70/7
European [1] 45/3
evaluating [1] 71/24
eve [1] 36/12
even [29] 18/14 18/22 23/13 28/21 36/24 37/13 38/13 39/16 43/21 44/14 44/17 45/8 48/6 48/9 48/11 49/21 56/4 56/22 58/10 58/13 63/25 64/5 64/17 65/14 77/1 83/20 86/17 86/21 86/21
evening [1] 40/17
event [3] 4/10 37/15 38/10
events [3] 7/2 7/3 43/24
ever [7] 27/13 31/5 43/18 49/6 49/8 49/10 50/7
Evergreen [1] 24/2
every [4] 33/24 61/22 61/22 61/22
everybody [2] 4/2 89/7
everything [1] 18/8
evidence [40] 8/11 10/1 11/25 12/2 14/8 17/18 28/19 28/25 31/1 31/4 36/12 40/2 43/3 44/21 45/18 45/23 46/1 46/5 49/1 49/2 49/5 49/5 49/6 49/8 49/9 49/11 49/12 49/14 49/17 49/25 50/16 56/11 58/17 62/13 63/23 63/24 73/10 74/17 74/22 75/21
evident [1] 24/2
evolution [1] 51/6
exactly [2] 65/2 81/21
Excel [2] 40/6 40/6
except [4] 70/21 72/4 77/19 82/7
excuse [1] 81/1
executive [1] 61/21
exercise [3] 32/4 69/5 69/22
Exhibit [3] 13/19 14/12 34/7
Exhibit 10 [3] 13/19 14/12 34/7
exhibitor [2] 16/17 19/2
exhibitors [2] 20/4 22/24
exist [1] 65/15
existed [2] 6/25 7/5
existence [6] 37/17 47/22 48/3 48/22 59/4 73/24
existent [3] 49/1 49/2 49/5
exists [2] 8/1 20/4
Exobox [1] 24/3
expenses [1] 65/14
expert [4] 56/8 58/13 59/2 76/23
exposure [2] 84/11 84/14
express [6] 5/14 7/20 7/25 7/25 8/5 8/9
expressly [4] 51/22 53/15 55/20 56/3
extensive [1] 55/11
extent [10] 5/7 12/2 22/15 31/10 31/13 56/21 57/19 57/21 60/23 69/25
Exterior [1] 53/10
extra [1] 54/21
extraordinary [1] 86/1
extreme [1] 10/3
extremely [2] 10/23 56/25

F

F-t-h-e-n-a-k-i-s [1] 85/20
F.2d [2] 70/24 71/2
F.3d [7] 8/9 70/12 71/21 72/17 85/24 86/9 86/25
fabulous [1] 64/18
face [2] 28/24 86/7
facie [3] 79/20 79/23 87/21
facilitate [1] 23/1
fact [20] 6/9 8/8 8/10 25/19 28/16 29/11 29/20 31/7 34/2 39/4 40/19 43/23 43/23 47/8 48/17 48/22 57/16 62/17 76/21 84/4
factor [5] 58/21 59/4 71/24 72/1 72/17
factors [5] 31/20 69/19 72/16 72/18 73/17
facts [17] 9/12 36/20 43/1 43/1 46/4 49/24 61/15 61/17 66/2 75/7 78/4 78/7 82/24 83/3 85/22 86/14 86/22
factual [5] 10/3 10/4 85/17 86/5 87/12
failed [4] 66/7 66/8 66/8 68/22
failure [1] 82/15
fair [6] 47/7 51/2 57/10 57/11 82/1 88/14
fairness [4] 47/5 47/12 56/18 56/18
faith [1] 87/4
Falcon [2] 79/11 88/11
false [2] 55/7 74/23
familiar [1] 50/21
famous [1] 86/10
fan [1] 59/19
fancy [1] 64/20
farfetched [1] 18/16
favor [3] 56/23 72/10 73/9
February [3] 16/14 46/23 86/3
February 2013 [1] 16/14
February 2014 [1] 46/23
February 22nd [1] 86/3
federal [2] 79/20 82/15
feel [5] 10/22 31/24 59/18 59/19 64/19
feels [1] 10/22
felt [1] 9/10
female [4] 81/1 83/14 83/15 83/24
Ferman [1] 19/13
few [16] 4/9 20/2 35/11 35/23 36/10 38/16 38/16 54/9 61/11 61/12 61/18 61/18 62/1 75/17 76/5 78/2
fifth [4] 2/9 63/18 65/24 74/16
fight [1] 69/22
figure [2] 44/19 65/5
file [11] 10/25 11/2 12/18 20/2 21/5 21/6 22/2 22/16 23/10 30/22 87/13
filed [10] 3/6 21/3 35/7 36/16 38/9 46/19 53/23 54/25 58/15 58/17
filing [4] 14/10 45/17 50/18 73/18
filings [3] 36/15 45/21 49/21
fill [1] 84/9
final [4] 65/20 65/20 84/16 88/10
finally [4] 73/24 77/17 77/23 88/20
financial [10] 32/25 33/4 39/13 42/7 54/19 55/16 55/21 68/3 69/16 71/10
find [4] 24/21 36/8 44/12 66/8
finding [1] 43/13
finish [3] 68/19 68/20 88/3
fire [1] 27/14
first [16] 4/5 4/5 4/25 5/5 5/24 10/9 10/17 13/14 13/23 44/12 62/19 68/21 69/3 80/4 84/11 84/14
firsthand [1] 27/4
Fisher [1] 87/19
five [7] 36/12 38/9 39/11 60/3 64/23 65/20 85/8
five-point [1] 64/23
flight [2] 31/18 31/18
Floor [1] 2/6
Florida [4] 6/11 6/12 6/15 6/22
flow [2] 6/1 25/4
focal [1] 51/19
focus [7] 60/16 60/18 62/20 66/14 68/14 70/2 73/2
focused [1] 60/12
focusing [4] 39/19 62/2 67/16 70/12
folks [2] 31/22 64/19
follow [2] 60/5 67/10
following [1] 68/8
Food [2] 56/20 71/20
Foot [1] 53/10
foothold [1] 36/2
footnote [1] 53/21
forced [2] 33/19 57/15
Ford [1] 14/2
foreclose [1] 22/13
foregoing [2] 25/11 90/4
foreign [4] 57/4 70/15 71/22 83/11
forensic [5] 36/6 36/9 36/17 58/13 59/2
foreseeable [2] 5/17 53/14
form [10] 5/22 23/15 27/17 28/18 29/14 30/2 39/22 40/7 50/16 56/25
format [5] 20/6 39/25 40/10 40/18 40/20
formed [8] 5/9 13/24 15/7 15/11 16/20 25/7 41/23 48/12
former [1] 46/15
formerly [1] 61/5
forming [2] 21/13 32/15
forms [1] 21/10
formula [1] 40/21
forth [4] 31/19 79/23 80/16 81/24
fortify [1] 26/13
fortuitous [1] 10/7
forum [43] 5/10 5/18 9/22 10/8 10/11 15/22 22/20 24/2 27/18 29/15 32/1 35/21 37/20 38/21 38/22 47/15 47/15 51/1 53/1 53/2 53/7 53/14 53/15 54/6 56/21 57/23 59/5 59/6 60/22 66/4 66/20 66/20 66/23 66/25 67/7 67/21 68/10 68/11 70/1 72/11 73/10 73/24 85/17
forum's [1] 57/22
forum-related [2] 47/15 51/1
forum-specific [1] 66/25
forums [1] 58/21
forward [2] 68/17 71/6
fostered [3] 19/4 20/8 24/15

F

found [10] 6/8 6/21 31/11 45/7 51/17 51/18 66/18 66/18 82/13 89/5
founders [1] 17/23
four [3] 38/10 39/10 65/4
fourth [4] 22/19 24/9 61/25 63/10
framework [1] 5/1
franchise [1] 6/6
frankly [2] 51/6 61/24
fraudulent [2] 55/5 55/6
free [1] 71/16
Freeman [7] 8/19 8/20 8/25 9/5 9/7 9/18 78/13
freestanding [1] 27/8
frequent [4] 27/4 30/15 30/16 30/18
frequently [3] 26/17 27/10 72/7
front [4] 35/14 36/23 75/21 87/13
Fthenakis [1] 85/20
fulfill [1] 71/12
full [1] 38/11
fundamental [5] 6/2 33/17 61/3 80/12 88/23
fundamentally [1] 32/19
funds [5] 9/10 9/14 9/17 27/10 52/18
Furthermore [1] 71/4

G

game [5] 59/21 60/7 65/5 65/5 69/18
Garcia [1] 67/16
gave [3] 18/15 67/18 83/3
gee [1] 41/16
general [5] 7/16 7/17 54/14 77/6 81/4
generally [1] 59/22
germane [1] 43/25
get [33] 5/15 9/17 10/9 11/16 11/23 13/4 13/8 14/21 16/6 16/8 16/12 18/2 18/7 24/7 24/16 27/11 27/11 31/16 36/21 40/11 43/20 45/12 56/22 57/18 61/21 62/2 63/18 65/11 69/10 76/18 83/12 83/17 85/9
get-out-of-jail [1] 18/7
gets [4] 46/15 56/6 67/3 67/3
getting [10] 10/5 18/23 18/25 19/3 19/5 20/15 20/16 36/1 65/13 65/13
Giambra [13] 26/23 26/24 26/24 44/18 58/11 76/13 80/25 83/7 83/23 84/5 84/12 84/14 87/6
Giambra's [8] 30/17 45/6 81/6 83/9 83/14 84/1 84/1 84/9
give [7] 4/6 4/9 11/13 74/6 77/23 82/20 88/13
glad [1] 87/11
global [2] 15/2 34/8
glommed [1] 41/20
glosses [1] 25/15
go [31] 6/18 7/24 8/24 9/3 20/11 24/23 24/23 35/1 48/25 50/11 51/4 52/1 58/23 60/1 60/4 63/19 65/21 69/1 69/10 69/19 69/24 71/1 72/16 74/21 75/14 76/5 83/5 85/5 86/13 87/10 87/10
goal [1] 77/2
going [43] 8/5 11/17 14/19 14/21 17/7 17/7 34/10 45/12 48/25 50/11 51/4 52/1 52/5 54/1 59/8 59/16 59/23 60/22 63/17 63/20 64/14 65/1 65/11 65/21 66/12 66/13 67/24 68/19 68/20 71/6 72/12 73/5 75/5 75/6 76/19 76/22 79/1 82/23 83/8 83/20 84/23 87/24 89/9
gone [3] 7/21 26/19 72/1
good [10] 3/18 3/21 3/24 4/2 20/15 52/2 59/13 59/14 72/24 72/25
got [15] 18/9 25/13 38/10 51/6 58/3 61/20 61/21 64/23 65/11 67/1 69/16 72/13 72/19 72/24 85/15
grant [1] 88/25
granted [2] 86/1 87/3
gravity [2] 52/3 57/25
great [2] 64/21 70/19
Green [2] 79/12 88/20
grounds [1] 36/15
group [21] 1/7 2/11 3/17 3/19 12/19 13/23 13/24 14/1 14/1 14/5 14/25 15/8 15/20 16/3 18/6 20/23 33/18 44/24 45/14 85/18 87/17
guarantee [3] 21/18 55/15 55/19
guaranteeing [1] 55/16
guess [6] 26/16 29/9 31/23 58/4 82/12 82/24
gun [1] 36/17
guns [1] 84/22
guy [5] 6/5 32/8 60/8 64/24 76/21
guys [1] 34/15

H

had [32] 4/4 6/5 6/9 6/15 6/17 11/16 17/14 21/15 23/16 25/7 25/17 26/21 28/12 29/11 29/19 29/25 31/14 35/13 38/20 42/16 43/9 44/22 47/17 48/23 49/7 49/10 51/17 55/8 63/9 63/14 65/12 67/4
hall [1] 17/6
Hampshire [1] 32/9
hand [7] 38/15 39/14 44/7 54/1 54/12 55/24 78/10
handbook [1] 78/8
handed [1] 53/25
handing [5] 11/9 11/14 44/8 53/20 55/1
handle [1] 35/11
handout [2] 77/25 78/9
happen [3] 46/2 61/17 73/22
happened [8] 7/3 9/14 42/14 43/15 44/11 48/23 48/23 61/14
happens [1] 74/6
happy [1] 12/19
harassment [9] 80/16 80/18 80/20 80/21 80/24 81/13 81/15 83/14 87/21
harm [10] 6/3 6/17 6/23 6/24 6/24 7/13 7/14 51/19 54/15 54/19
has [48] 5/1 5/5 5/9 5/13 5/14 5/18 5/25 7/18 7/21 14/3 14/7 15/12 17/12 20/10 23/3 23/7 23/19 25/1 27/4 35/13 35/15 35/17 36/19 38/1 40/4 41/13 41/14 42/18 42/18 43/13 45/10 46/10 49/16 51/25 60/16 61/21 65/25 68/5 68/21 68/22 70/20 72/4 72/12 76/16 79/19 82/14 85/22 88/8
hasn't [3] 17/13 47/3 62/13
have [129]
haven't [8] 11/4 24/24 24/24 34/5 41/5 51/4 65/15 82/17
having [5] 6/21 6/22 31/17 45/4 77/16
Hawkins [1] 2/17
he [102]
he'd [1] 27/13
he's [19] 23/8 23/9 27/15 29/15 29/16 30/15 30/17 30/21 30/22 32/25 58/12 58/12 61/20 65/16 68/1 69/16 71/5 76/9 76/14
head [2] 20/20 67/11
heading [1] 45/13
headquarters [3] 46/13 47/23 50/2
hear [4] 4/5 34/18 85/10 89/7
heard [1] 65/22
hearing [2] 1/17 36/12
hearsay [5] 28/7 28/17 28/24 41/25 42/2
heart [1] 43/9
heartfelt [1] 77/9
heavily [1] 8/4
HEDRICK [94]
Hedrick's [15] 8/15 8/23 24/22 25/15 44/24 46/17 50/24 61/10 62/4 62/14 62/21 64/13 66/3 68/14 71/8
Hedrick's' [1] 46/14
held [2] 68/6 88/17
help [1] 13/1
helpful [3] 29/1 89/5 89/8
helping [1] 14/15
her [2] 51/15 87/18
here [101]
here's [1] 42/17
hey [4] 18/8 20/15 21/4 23/9
high [4] 50/14 50/15 61/21 81/23
high-end [1] 61/21
highlighted [1] 49/1
highly [1] 56/23
him [23] 18/16 23/14 25/2 25/4 25/12 25/23 29/24 30/10 37/8 57/18 59/11 65/11 67/20 69/10 69/22 70/22 71/11 76/25 83/10 83/11 83/13 84/6 84/13
himself [5] 62/16 62/17 62/18 65/17 70/9
hint [1] 48/9
hints [1] 36/24
hire [1] 27/14
his [45] 19/7 23/13 23/13 25/9 25/13 26/24 26/24 27/3 27/3 27/3 27/13 27/20 29/17 29/22 30/1 30/21 38/7 38/7 44/19 47/25 53/2 53/3 59/23 61/15 62/15 63/9 65/18 67/5 67/14 68/10 71/6 71/7 71/7 71/9 71/11 71/12 76/8 82/4 84/12 84/13 84/13 84/14 84/14 87/18 87/18
hold [1] 79/12
Holdaway [1] 17/23
holding [6] 9/20 14/1 24/5 51/25 54/4 54/5
hole [1] 50/17
home [4] 30/18 30/19 47/25 76/16
honest [1] 24/19
Hong [1] 57/10
honor [106]
HONORABLE [1] 1/19
hope [1] 74/6
Hospital [1] 87/20
hostile [3] 82/5 82/8 82/10
hour [6] 11/17 11/18 34/15 34/17 59/16 73/3
how [42] 7/13 12/17 12/25 13/8 13/21 13/22 13/25 14/13 14/14 14/22 15/2 17/7 20/20 20/22 24/1 25/9 29/25 30/16 33/25 34/10 40/15 40/15 40/22 40/23 49/3 57/24 62/9 64/4 64/6 64/17 65/2 65/2 67/19 68/4 68/16 76/6 79/14 83/15 83/16 83/17 86/15 86/21
However [1] 80/23

I

I'd [6] 4/2 4/4 4/5 38/4 42/23 60/1
I'll [36] 4/25 5/4 5/15 10/8 11/7 11/13 11/23 36/21 38/15 39/14 54/12 56/17 60/2 60/4 60/22 61/5 61/25 62/8 62/20 63/18 66/14 68/17 69/19 69/24 77/23 78/10 82/20 82/22 82/24 84/16 85/5 85/8 85/9 86/13 88/2 88/20
I'm [52] 4/9 4/10 11/15 14/21 23/5 29/2 34/9 40/10 40/11 40/11 41/20 43/3 44/15 48/24 49/4 50/11 51/4 51/25 53/19 54/1 54/4 54/4 59/16 59/18 59/19 59/19 59/23 60/22 63/20 64/19 64/21 64/24 64/25 65/20 66/12 66/13 67/10 67/24 68/19 68/20 70/25 71/1 72/12 73/5 81/22 82/23 83/8 83/20 84/23 85/6 85/7 88/3
I've [17] 48/21 49/1 50/8 57/9 57/10 57/20 59/5 63/13 64/9 72/16 72/23

I

I've... [6] 72/23 83/1 83/1 85/15 88/7 89/1
I-l-g [1] 62/9
idea [4] 8/15 23/25 27/7 80/17
identified [1] 58/10
identify [1] 81/8
if [75] 4/16 4/18 6/7 7/15 8/24 9/3 10/1 14/10 14/11 14/25 15/16 16/13 16/15 18/14 19/19 20/19 21/11 24/7 24/16 24/23 26/23 27/13 27/14 27/16 29/10 29/10 31/5 31/20 35/13 36/14 36/16 36/16 36/22 38/20 39/24 40/9 41/18 41/18 42/2 42/3 42/14 43/8 43/10 46/3 46/16 47/20 50/15 51/22 56/22 56/23 57/5 57/15 59/3 64/5 64/14 65/1 65/3 65/3 65/15 65/15 66/7 66/18 69/1 72/3 72/16 73/9 74/12 75/3 78/4 82/7 85/12 85/17 87/13 88/4 88/8
ignore [1] 61/2
ignoringly [1] 80/6
Ilg [1] 26/11
ill [2] 32/9 81/1
illegal [4] 81/12 81/20 81/22 83/9
illegally [1] 83/11
illustrative [1] 79/25
imagine [1] 74/14
immediately [1] 42/24
impact [1] 24/1
impacts [3] 24/10 55/18 83/15
imperfections [1] 72/23
implications [1] 80/14
importance [1] 58/21
important [6] 6/9 7/6 41/18 41/19 57/14 89/6
importantly [1] 73/1
impose [2] 70/15 70/16
impossible [1] 81/8
improper [3] 49/13 50/18 74/23
improved [1] 22/17
improves [1] 83/16
impute [1] 15/22
imputed [1] 37/9
in [507]
inability [1] 52/17
incidents [1] 84/21
incipient [1] 37/4
include [1] 82/3
including [3] 48/15 57/7 87/3
inconvenience [1] 73/17
incorporated [1] 72/13
incorrectly [1] 88/16
incredible [1] 84/21
Indeed [1] 74/2
indemnification [1] 87/4
Indiana [2] 21/17 21/18
indicated [2] 68/24 78/23
indicates [1] 63/16
indicating [2] 12/20 30/23
indication [1] 45/10
individual [6] 1/6 1/7 6/23 53/12 69/15 77/9
individuals [5] 39/7 59/18 77/12 82/8 82/10
induce [1] 55/8
induced [6] 24/17 43/10 43/11 43/16 43/17 64/3
inducement [1] 31/2
inducing [7] 12/12 17/24 19/6 24/20 24/21 30/11 63/22
Industries [1] 70/12
infer [2] 31/8 81/8
inference [3] 63/25 64/1 84/18
information [32] 12/13 12/14 12/22 13/4 13/6 13/8 14/15 16/8 16/17 19/3 19/20 20/6 21/8 22/9 33/5 33/6 35/10 36/25 39/22 40/4 40/8 40/25 41/1 41/3 41/8 43/16 46/15 48/20 49/13 49/18 56/7 74/23
information: [1] 40/22
information: how [1] 40/22
informatively [1] 49/24
infringed [1] 20/10
initially [1] 22/10
initiated [3] 70/5 70/6 70/6
injury [6] 5/8 5/11 9/9 9/10 52/17 56/13
Inquirer [6] 6/18 6/22 51/12 51/17 70/24 71/2
inquiry [2] 60/13 60/21
insofar [1] 5/9
instead [1] 41/25
instructed [1] 84/8
insufficient [2] 70/4 88/18
intellectual [2] 21/21 85/18
intended [1] 42/15
intent [5] 14/14 14/14 15/3 53/14 53/15
intentional [4] 38/21 39/16 53/11 53/13
intentionally [3] 23/21 42/22 80/6
intercontinental [1] 67/20
interest [8] 57/22 57/24 58/22 71/22 72/11 72/12 72/14 73/16
interested [1] 57/23
interesting [9] 15/7 35/1 35/3 36/8 37/12 42/13 44/12 45/7 53/19
interestingly [1] 36/6
interests [2] 34/22 60/14
interface [1] 29/25
interfere [1] 71/15
interference [4] 17/21 22/21 24/13 55/14
interfering [3] 23/21 23/25 24/9
interjection [4] 55/11 56/21 57/1 70/1
INTERNATIONAL [7] 1/7 2/11 3/17 3/19 45/14 54/3 75/2
interstate [1] 67/20
into [36] 6/6 6/9 10/5 10/8 12/1 12/10 13/6 13/7 21/15 21/17 29/20 31/22 41/5 43/20 44/15 48/19 48/22 50/11 51/8 52/4 55/7 55/11 56/21 59/16 61/19 64/5 65/11 66/10 66/19 67/22 69/10 70/1 70/22 75/19 76/5 85/9
intolerable [4] 80/7 80/9 81/6 82/6
invites [1] 61/2
invoices [1] 55/7
involve [1] 62/7
involved [7] 35/5 49/13 55/20 58/11 61/8 61/23 76/23
involves [4] 35/23 37/25 38/21 52/24
involving [7] 34/21 51/10 52/4 53/11 53/12 55/21 66/4
IPO [6] 14/10 14/24 14/25 17/7 34/12 34/12
Iqbal [1] 86/11
irrelevant [6] 4/12 7/10 37/23 37/23 42/3 42/4
is [315]
Island [1] 55/5
isn't [9] 14/2 31/21 56/4 61/14 61/14 62/17 63/15 81/10 81/17
issue [23] 11/1 30/4 33/17 35/6 36/20 36/22 36/23 38/2 39/25 41/15 43/23 47/12 49/17 50/9 50/22 50/24 51/2 51/14 56/17 69/8 79/10 80/2 81/9
issues [7] 19/12 27/19 34/21 39/18 39/19 65/23 89/6
it [159]
it's [99]
its [17] 13/21 14/2 15/4 37/18 37/22 45/2 49/15 50/6 50/9 51/11 55/2 57/7 65/25 69/3 71/23 72/24 86/7
itself [7] 24/14 26/8 29/14 30/2 77/13 82/1 87/11

J

jacket [1] 84/13
jail [1] 18/7
Janice [1] 83/21
jeez [1] 58/3
Jeff [1] 3/10
Jeffrey [1] 2/5
job [3] 30/1 61/20 65/18
JOEL [4] 1/7 3/22 69/21 74/7
Johanson [7] 2/16 3/22 34/23 59/8 74/8 76/4 89/3
Johanson's [1] 77/7
Johnson [24] 2/4 3/13 4/22 18/2 29/2 35/2 36/19 37/6 37/16 38/4 39/20 42/14 42/17 42/21 42/21 44/13 57/17 58/3 60/16 63/22 64/17 73/4 74/9 78/22
Johnson's [3] 42/10 60/24 68/2
join [4] 59/2 59/22 65/22 66/15
joint [1] 3/5
JUDGE [19] 1/20 8/19 8/20 8/25 9/5 9/7 9/17 19/14 19/17 21/9 24/3 26/7 32/7 32/9 39/1 53/13 54/8 55/3 78/13
judgment [6] 9/13 79/14 79/19 87/14 88/18 88/24
judicial [7] 58/1 72/21 72/22 73/1 73/1 73/8 85/14
July [4] 1/6 53/23 54/14 55/1
July 15th [1] 54/14
July 2nd [2] 53/23 55/1
June [1] 36/16
June 15th [1] 36/16
jurisdiction [39] 4/8 4/19 5/2 5/6 5/21 7/16 7/17 7/17 9/13 17/14 19/19 25/23 29/5 29/7 29/14 32/5 35/19 37/10 37/19 47/5 47/7 48/9 49/24 50/20 54/20 58/19 61/4 62/15 65/17 66/1 66/5 69/5 69/23 70/4 70/10 74/3 77/5 77/13 78/7
jurisdiction's [1] 71/22
jurisdictional [8] 16/1 36/20 37/2 43/23 46/4 52/14 56/11 75/20
jurisdictionally [3] 5/8 7/14 16/10
jurisprudence [4] 5/2 5/13 5/14 5/23
jurors [1] 33/19
just [72] 5/16 6/20 7/15 8/14 9/13 9/24 13/2 13/2 14/22 16/11 17/5 22/23 23/6 25/9 25/10 25/15 26/20 28/4 28/6 28/23 29/10 29/10 29/15 29/20 30/1 34/10 34/25 38/16 39/1 39/3 39/7 40/6 40/10 44/6 45/1 48/21 48/24 53/12 56/16 57/15 58/25 59/1 59/5 61/3 62/1 63/13 63/17 67/16 67/18 68/17 68/19 69/1 74/10 74/13 75/11 75/12 75/17 76/3 76/5 77/15 77/24 78/9 78/17 78/18 78/22 85/9 86/13 87/5 87/7 88/2 88/12 88/13
justice [1] 51/3

K

KBR [4] 38/15 38/15 39/11 78/5
Keep [1] 4/22
Keil [2] 2/12 3/16
key [10] 36/7 39/19 43/24 44/16 52/9 62/21 64/10 72/21 79/25 87/8
kind [21] 10/6 14/3 24/23 24/23 25/4 25/5 25/15 26/16 26/20 27/7 31/23 31/25 36/8 57/16 59/18 59/19 68/17 69/17 77/9 78/2 87/22
kinds [3] 20/16 21/13 43/19
King [14] 5/21 6/5 6/7 6/14 10/13 19/14 21/9 26/8 27/17 47/8 66/17 66/23 67/17 67/18
Kirk [5] 17/23 21/1 32/24 32/24 46/19

K

Kirk Senior [1] 17/23
knew [6] 30/14 34/17 42/25 53/17 64/1 80/6
know [56] 13/14 14/14 18/1 18/8 18/15 18/18 20/15 21/4 24/18 24/23 24/24 29/11 29/21 31/10 31/23 32/2 37/13 38/8 38/14 38/22 39/4 40/16 42/5 42/14 42/21 45/12 46/3 46/16 52/14 55/25 60/2 60/8 60/11 61/15 62/9 64/20 65/1 65/10 65/15 65/21 67/9 67/10 68/16 71/6 71/13 73/4 73/6 81/14 82/4 82/12 83/1 83/5 83/18 86/15 86/21 88/4
know-how [1] 14/14
knowing [5] 12/11 13/9 21/18 52/5 54/15
knowledge [3] 27/4 53/3 68/11
knows [4] 30/18 51/23 54/6 68/13
Kong [1] 57/10
Korea [4] 57/8 57/13 57/16 57/18
Korean [2] 57/17 57/18

L

L.A [8] 23/20 41/20 44/17 47/23 47/24 48/6 58/12 76/11
Lacey [1] 86/9
lack [1] 9/9
lacked [1] 66/5
landscape [1] 5/6
laptop [3] 76/17 76/18 76/19
largest [2] 51/11 51/12
Las [1] 84/21
last [5] 4/4 28/10 38/16 59/4 78/1
late [9] 36/15 45/16 45/21 46/19 48/12 49/21 50/17 58/15 58/17
late-filed [2] 46/19 58/17
later [6] 13/23 22/13 43/14 69/11 76/20 81/25
latest [1] 33/1
launch [2] 12/15 18/23
law [22] 6/11 6/12 19/11 32/17 34/3 37/23 42/19 43/22 44/8 45/3 45/3 47/19 52/2 52/17 65/23 66/14 67/1 68/1 77/12 79/16 81/14 86/14
laws [3] 62/16 62/17 62/18
lawsuit [15] 17/17 21/4 23/14 23/17 35/5 35/7 35/13 35/14 41/24 42/4 70/15 70/21 71/9 71/9 72/5
lawyer [2] 18/6 85/2
lawyers [1] 65/4
lay [1] 56/20
lead [1] 82/5
learn [2] 57/18 76/17
learned [1] 43/24
least [4] 26/17 50/10 81/11 81/16
leave [3] 43/12 43/16 43/17
leaves [1] 4/16
left [2] 34/15 43/13
legal [10] 19/13 19/17 21/10 32/14 57/4 57/7 57/8 63/20 65/22 65/23
legitimate [1] 56/1
less [1] 69/12
let [9] 4/9 15/14 16/11 21/25 24/8 28/1 34/18 78/17 87/7
let's [8] 10/16 10/17 31/16 40/10 41/21 69/1 69/2 74/21
letter [5] 18/11 18/14 18/23 18/25 19/5
letting [1] 89/2
level [6] 13/11 28/12 29/11 29/15 29/17 29/23
leverage [2] 14/14 17/8
Lewis [1] 2/8
Lexis [1] 86/2
liability [2] 1/8 1/9
libel [1] 51/10
liberty [1] 47/9
lids [1] 6/7
life [3] 54/14 65/9 85/13
light [4] 8/13 11/25 16/1 31/7
like [28] 4/2 4/5 4/5 10/22 10/22 18/17 24/23 31/15 31/24 38/4 39/10 39/21 40/4 46/2 49/3 49/22 59/18 59/19 60/1 65/14 66/2 70/17 81/13 81/14 85/6 85/10 87/5 88/13
liked [1] 38/12
likely [4] 55/17 58/19 59/6 74/3
limited [11] 1/8 1/8 1/8 1/9 2/12 3/17 3/17 3/20 70/2 71/5 71/12
line [3] 4/15 8/12 76/21
link [2] 9/21 53/7
linked [2] 79/5 79/17
list [7] 30/3 30/7 30/8 60/3 60/3 64/23 74/12
listen [1] 85/13
lists [1] 77/1
litigate [4] 32/18 32/20 57/15 59/3
litigated [2] 57/9 64/15
litigating [3] 57/12 64/14 71/23
litigation [4] 21/18 37/3 50/10 61/23
little [14] 18/16 24/21 25/3 29/2 51/5 51/8 52/9 57/11 60/5 62/1 63/8 63/19 64/21 66/11
little things [1] 64/21
live [2] 39/9 44/14
lived [2] 44/21 44/22
Livek [1] 76/14
livelihood [1] 7/5
lives [7] 44/14 44/20 53/3 54/18 68/12 76/14 76/14
living [4] 60/8 61/20 71/6 71/15
LLC [2] 55/21 88/11
LLP [3] 2/5 2/8 2/19
local [1] 57/23
located [9] 14/4 17/2 20/21 27/1 27/2 44/18 46/12 56/9 73/10
Lokting [1] 2/13
London [1] 57/11
long [4] 31/18 75/12 83/1 88/21
longer [2] 34/17 89/9
look [30] 14/10 14/12 14/25 16/13 16/15 20/19 21/11 26/1 26/23 27/16 28/9 36/14 36/16 38/12 38/17 38/19 39/3 43/11 44/18 60/15 64/11 64/18 66/18 71/21 72/3 75/3 78/4 80/3 80/11 85/17
looked [1] 32/6
looking [3] 15/21 38/14 66/16
looks [3] 60/21 71/19 71/20
Los [8] 24/10 24/11 36/6 44/16 44/23 45/9 46/20 50/1
lose [1] 87/24
lot [8] 28/3 58/11 73/3 76/15 76/16 83/2 85/15 87/6
love [2] 42/8 44/8
loved [1] 41/16
low [2] 29/11 29/15
low-level [2] 29/11 29/15
Ltd [6] 45/1 45/2 45/15 46/14 48/6 56/5
Ltd's [1] 46/13
lure [2] 47/22 48/4
luring [1] 48/20

M

ma'am [2] 71/1 85/19
Machinery [1] 54/2
made [11] 10/24 28/16 31/24 48/24 51/8 64/3 69/9 73/25 82/24 87/5 87/5
MAGISTRATE [1] 1/20
mail [2] 69/12 77/14
main [1] 60/5
maintain [1] 20/24
maintained [5] 19/4 20/7 22/17 24/15 63/1
make [19] 5/7 9/24 10/19 10/21 14/6 17/25 18/4 22/11 32/3 32/18 34/24 48/3 59/17 68/18 69/20 71/15 76/20 77/8 84/18
makes [1] 41/2
making [7] 11/23 71/6 75/8 76/8 76/9 77/21 87/6
male [3] 81/1 81/2 83/24
man [5] 65/8 69/15 69/21 70/17 74/7
managed [1] 44/23
manages [1] 45/22
manual [1] 37/25
manually [2] 35/11 35/24
many [15] 23/20 25/25 29/12 33/7 40/15 40/15 40/22 40/23 64/17 65/2 65/3 75/23 76/6 76/15 81/19
map [2] 44/8 46/10
maps [1] 44/8
March [2] 35/7 52/11
Maricopa [1] 86/9
market [2] 55/18 71/16
mashed [1] 36/20
Masters [2] 4/15 59/20
materials [1] 34/12
matinee [1] 40/17
matter [8] 3/2 23/3 52/13 53/17 56/3 61/24 64/14 86/5
may [10] 29/13 39/7 40/19 46/2 46/20 58/4 59/10 65/12 78/10 82/5
May 2013 [1] 46/20
maybe [7] 8/15 40/13 40/17 72/19 72/23 75/24 82/24
me [17] 4/9 10/16 15/14 16/11 21/25 24/8 28/1 34/18 51/9 61/23 71/3 73/25 77/21 78/17 81/1 81/7 89/2
mean [9] 16/12 29/6 40/20 52/24 56/3 58/18 69/7 76/7 84/11
meaningful [10] 39/16 41/13 41/14 44/1 44/1 44/2 46/3 46/4 52/19 54/18
meaningless [4] 41/18 42/5 49/21 49/23
means [2] 60/3 74/23
meant [2] 29/23 42/22
meet [4] 66/7 68/23 80/22 84/17
meeting [2] 45/20 46/23
meetings [2] 37/1 58/16
Melbourne [1] 46/11
membership [1] 87/18
men [1] 69/7
mention [6] 35/7 35/8 35/9 39/6 59/8 80/23
mentioned [9] 22/1 37/13 38/13 45/18 47/4 55/25 58/14 77/20 87/16
mentions [3] 45/6 82/4 87/16
mere [2] 66/16 66/17
merely [1] 51/23
merits [3] 36/20 36/22 87/10
mess [1] 63/6
met [2] 45/19 46/20
Metal [2] 57/3 57/13
Metals [1] 70/13
Michael [5] 8/17 9/16 39/12 52/20 68/3
Michigan [3] 6/6 6/8 6/15
might [2] 53/21 74/16
Mike [1] 87/3
miles [5] 57/25 61/20 64/7 73/11 73/11
mind [1] 4/22
minimal [3] 56/25 60/21 61/11
minimum [7] 37/20 39/15 41/12 44/1 51/17 59/9 60/13
minority [1] 15/9
minute [2] 5/15 63/17
minutes [8] 34/15 34/15 38/16 44/7

M

minutes... [4] 59/16 69/2 73/4 73/5
misappropriated [2] 22/9 30/14
misappropriation [5] 19/10 20/18 24/14 30/13 30/25
misdirection [2] 39/21 41/10
mish [1] 36/20
mish-mashed [1] 36/20
misleading [2] 55/5 55/6
mistreatment [1] 81/4
mixing [1] 54/4
mock [2] 50/14 50/15
model [1] 20/11
models [1] 22/2
money [3] 27/11 55/9 61/21
monopolist [1] 36/1
month [2] 28/13 61/22
months [2] 21/3 43/18
more [28] 4/18 5/18 11/18 12/19 13/10 15/14 24/8 26/9 27/17 41/2 41/2 50/21 51/9 58/24 62/1 63/15 63/19 66/11 77/24 83/17 83/18 83/19 84/15 84/16 84/17 85/2 85/14 88/10
morning [9] 3/18 3/21 3/24 4/2 59/13 59/14 64/20 73/3 74/5
Mosman [1] 19/18
most [6] 34/22 53/5 58/1 73/8 73/9 74/15
motion [26] 1/17 3/5 3/7 4/3 4/3 9/1 9/1 10/25 12/3 28/3 35/4 37/22 50/12 74/1 75/13 78/17 79/2 79/14 81/23 82/15 86/4 87/1 87/14 88/18 88/24 88/25
motions [2] 3/4 85/25
Motor [1] 14/2
Motschenbacker [1] 2/19
move [3] 9/14 39/7 68/17
moved [3] 17/13 42/25 63/5
movie [8] 22/25 23/16 40/5 40/13 40/16 45/9 48/2 48/8
moving [3] 54/20 74/2 76/25
Movio [3] 18/5 18/7 31/9
Mr [9] 2/4 2/5 2/12 2/12 2/16 2/19 4/22 48/16 66/21
Mr. [177]
Mr. Brenner [1] 77/21
Mr. Burton [33] 3/25 12/8 18/12 20/13 42/16 42/18 42/19 43/10 43/12 44/16 44/20 44/21 44/23 46/20 47/24 48/2 48/17 48/20 58/6 64/8 69/8 69/12 71/17 76/7 78/22 82/3 82/20 83/10 83/13 84/8 84/24 84/25 87/23
Mr. Burton's [7] 31/5 36/9 61/16 79/6 81/11 84/11 85/16
Mr. Giambra [8] 44/18 76/13 80/25 83/7 83/23 84/12 84/14 87/6
Mr. Giambra's [6] 30/17 45/6 81/6 83/14 84/1 84/1
Mr. Hedrick [60] 3/25 12/8 26/15 26/17 27/22 28/12 28/13 30/3 31/4 31/15 34/22 34/23 41/20 42/20 43/17 44/25 45/19 48/5 56/2 58/6 59/9 60/6 60/18 61/4 61/4 61/13 61/19 62/3 62/10 62/25 63/12 63/14 63/22 64/1 64/4 64/5 64/7 65/8 66/1 66/10 66/14 66/24 67/3 67/22 69/15 69/21 69/25 70/7 70/12 70/17 70/20 71/17 72/2 72/3 72/8 72/10 73/14 73/21 77/6 77/7
Mr. Hedrick's [10] 44/24 46/17 50/24 61/10 62/4 62/14 62/21 64/13 66/3 71/8
Mr. Joel [2] 69/21 74/7
Mr. Johanson [5] 34/23 59/8 74/8 76/4 89/3
Mr. Johanson's [1] 77/7
Mr. Johnson [21] 18/2 29/2 35/2 36/19 37/6 37/16 38/4 39/20 42/14 42/17 42/21 42/21 44/13 57/17 58/3 60/16 63/22 64/17 73/4 74/9 78/22
Mr. Johnson's [2] 42/10 68/2
Mr. Kirk [1] 46/19
Mr. Livek [1] 76/14
Mr. Pitzer [5] 27/20 27/21 28/11 28/17 30/15
Mr. Pitzer's [1] 30/17
Mr. Shlachter [6] 67/25 68/24 70/14 71/14 71/20 73/4
Mr. Shlachter's [3] 60/24 65/23 66/15
Mr. Simon [2] 63/23 69/8
Mr. Simon's [1] 85/16
Mr. Tom [1] 60/24
Ms [4] 2/4 2/8 19/15 89/9
Ms. [3] 12/2 12/4 28/1
Ms. Brenner [3] 12/2 12/4 28/1
much [4] 52/3 57/24 76/8 89/9
Mueller [2] 2/12 3/16
multi [2] 73/19 73/19
multi-billion [2] 73/19 73/19
municipality [1] 86/19
Murphy [1] 54/14
Murray [1] 17/23
must [7] 50/25 53/15 72/17 79/5 86/5 86/6 87/17
my [47] 10/22 12/2 18/11 19/15 22/12 28/7 30/3 32/10 34/19 34/22 50/15 53/24 59/21 60/2 60/5 60/7 60/10 60/20 61/25 63/10 63/18 64/11 65/4 65/20 65/24 66/6 67/10 67/18 68/22 69/18 69/25 70/22 72/14 73/5 74/1 77/10 77/14 79/4 80/17 82/18 84/8 85/7 85/8 85/9 85/14 88/24 89/9
mysterious [1] 49/22

N

N.W [1] 2/6
name [4] 34/20 40/13 40/13 40/16
Napa [1] 2/18
narrow [2] 62/1 85/15
National [6] 6/18 6/22 51/12 51/17 70/24 71/2
nature [6] 6/2 6/13 6/17 29/18 39/16 64/1
Navarro [1] 86/24
near [3] 19/5 46/11 76/18
neat [1] 51/5
Nebraska [1] 54/2
necessarily [1] 82/6
need [13] 26/4 40/12 64/11 79/6 79/23 80/22 81/23 82/9 82/11 83/18 84/15 84/18 88/6
needed [2] 6/7 27/19
needs [2] 20/12 85/2
nefarious [1] 48/19
negative [2] 55/18 84/9
negotiate [1] 66/20
negotiated [1] 11/20
negotiating [2] 12/5 12/25
Neither [1] 50/7
never [5] 15/2 37/13 44/21 68/15 84/25
new [44] 6/7 6/7 8/17 9/12 9/16 23/7 27/7 30/21 31/22 31/24 32/9 32/18 34/11 36/3 36/3 36/11 37/2 37/4 38/2 39/12 41/22 45/23 45/25 46/8 46/16 46/24 47/2 48/1 48/8 48/15 48/18 49/14 49/15 52/20 54/11 54/21 56/5 58/18 68/3 73/11 74/24 75/8 77/23 78/7
next [4] 34/18 74/21 80/11 84/22
nice [1] 64/21
Nielsen [14] 22/3 22/10 22/14 22/15 25/10 27/23 63/3 63/5 63/14 67/4 67/14 69/14 70/8 71/7
Ninth [18] 5/12 5/13 7/21 8/1 8/3 8/16 38/25 52/9 52/10 53/6 53/24 67/17 68/8 70/13 71/3 86/9 86/25 87/1
no [41] 1/4 3/3 6/15 8/11 9/23 10/5 12/10 19/14 23/3 25/14 26/8 31/19 35/21 42/20 42/23 45/23 46/5 48/8 49/5 49/6 49/8 49/9 49/10 49/12 49/14 49/17 54/17 56/1 58/8 63/23 63/24 70/20 72/4 72/17 74/17 74/22 76/2 76/16 80/23 80/24 82/17
No. [1] 3/7
No. 47 [1] 3/7
Nobel [1] 70/12
Nobody [1] 42/19
non [4] 32/1 49/1 49/2 49/5
non-existent [3] 49/1 49/2 49/5
noncompete [2] 43/21 43/22
noncompetition [4] 17/15 18/12 18/19 35/17
noncontroversial [1] 56/20
none [1] 41/11
nonforum [2] 62/7 66/4
nonresident [3] 47/9 60/14 70/16
nor [2] 50/7 80/2
North [2] 57/8 57/12
Northern [6] 8/19 54/2 55/13 55/22 85/20 86/3
Nos. [1] 3/5
Nos. 6 [1] 3/5
not [167]
note [1] 77/21
noted [1] 47/13
nothing [23] 8/2 8/7 14/7 15/12 15/24 27/9 35/13 35/17 35/17 36/23 38/1 40/7 40/24 43/13 45/10 46/8 47/17 58/25 63/15 84/3 84/4 84/4 85/2
notice [10] 18/2 18/9 18/16 42/15 81/10 81/17 83/3 83/19 84/15 88/14
notified [1] 43/2
noting [1] 4/7
November [1] 11/20
now [30] 12/10 12/17 14/10 15/8 22/12 36/3 37/24 38/17 38/24 39/3 39/18 40/19 41/9 42/25 43/19 45/12 46/1 46/2 47/20 48/24 50/20 51/20 52/22 55/2 59/20 62/20 64/3 66/15 69/10 87/15
nowhere [1] 80/13
number [4] 27/21 40/14 65/6 70/2
NUMERO [54] 1/8 2/12 3/17 3/20 10/14 10/19 13/1 14/7 14/15 15/6 15/7 15/11 15/12 15/17 16/5 16/20 16/22 17/1 17/6 17/8 17/11 17/19 18/24 18/24 19/1 19/8 21/7 22/20 23/8 30/20 30/24 31/1 43/9 46/6 46/13 47/21 48/3 48/4 48/12 48/17 48/19 49/7 49/9 49/18 50/5 50/6 50/22 50/23 56/2 59/22 61/17 71/5 71/12 77/2
Numero and [1] 50/22
Numero's [4] 14/18 45/24 71/15 77/4
Numero/Vista [1] 22/20

O

O'Bryan [1] 83/21
o0o [1] 90/2
Oak [1] 2/14
object [4] 36/15 45/21 46/22 78/21
objected [2] 33/2 45/16
objection [1] 28/11
objections [1] 28/7
obligations [14] 17/15 18/12 18/13 18/19 18/20 20/17 25/17 26/3 29/21 29/24 32/14 32/14 33/6 34/1
observe [1] 70/25
obtain [3] 35/10 49/11 74/18
obviously [4] 11/15 65/10 72/12 76/7
occurred [2] 61/7 62/6

O

occurring [1] 43/24
occurs [1] 87/12
off [2] 62/23 67/10
offer [1] 33/22
offered [1] 62/13
office [23] 13/7 14/5 18/6 19/5 20/5 35/11 35/24 40/11 40/12 40/22 41/7 44/22 45/7 45/8 45/24 46/7 46/15 46/16 46/24 47/1 47/1 47/2 56/7
officed [2] 49/6 50/4
officer [2] 29/16 29/23
officers [3] 12/7 18/17 86/18
offices [3] 34/6 49/7 50/6
Official [1] 90/11
officials [1] 87/3
oh [6] 14/22 15/12 17/4 18/15 38/7 42/1
okay [36] 4/1 9/1 10/21 13/16 17/10 18/1 18/9 24/7 24/23 29/1 34/14 36/14 36/25 38/8 39/24 39/25 40/14 41/8 42/14 42/20 42/24 42/24 42/25 43/7 43/13 43/14 44/20 45/5 54/7 59/12 75/11 78/16 78/24 79/13 82/18 83/11
old [3] 46/17 64/22 64/24
on [111]
once [4] 13/9 31/8 67/5 87/12
one [31] 4/7 5/3 7/23 8/3 8/14 15/14 19/1 24/8 26/24 26/24 35/7 35/8 35/9 38/5 38/8 45/25 46/22 51/21 52/10 53/9 53/20 57/24 58/10 64/16 68/23 72/19 72/22 74/21 85/19 86/21 86/24
one-sided [1] 64/16
ongoing [13] 6/10 17/16 18/12 18/14 25/7 25/16 26/3 26/14 26/14 29/18 29/22 70/20 72/4
only [22] 5/8 6/25 7/3 9/21 16/19 18/9 29/10 32/5 35/3 36/2 37/21 44/25 49/9 50/3 50/4 53/7 54/22 60/23 63/11 71/10 86/1 87/20
open [2] 83/21 88/7
opens [1] 84/12
operate [1] 36/2
operated [1] 55/16
operates [3] 13/21 56/5 56/6
operating [2] 14/5 48/13
operation [1] 58/12
operations [2] 58/25 59/1
opinion [6] 32/8 60/7 64/11 69/19 70/22 72/15
opportunity [3] 38/12 57/6 82/20
opposite [1] 67/1
opposition [8] 3/6 8/25 36/13 38/7 38/9 58/20 79/13 88/24
or [95]
oral [2] 3/4 89/5
order [10] 13/6 26/5 30/1 40/19 51/8 55/7 65/18 66/9 82/9 85/3
ordinary [1] 40/6
OREGON [100]
orientation [1] 27/25
oriented [1] 27/24
original [1] 90/6
originally [1] 11/16
ostensibly [1] 71/6
other [28] 14/6 15/6 16/4 16/9 17/3 20/9 20/14 21/22 23/15 31/14 37/6 38/7 39/1 46/9 50/12 57/13 68/18 72/15 72/18 73/7 73/13 73/15 79/18 82/8 86/14 88/2 88/2 88/3
others [3] 25/25 39/2 72/20
otherwise [3] 42/5 63/16 66/8
Ott [3] 26/7 27/16 32/8
our [79] 5/5 5/12 5/22 9/6 9/8 10/24 11/1 12/3 12/7 12/7 12/12 12/14 12/14 12/21 12/21 12/21 12/23 12/24 13/7 13/7 13/12 13/15 14/7 14/8 14/8 16/2 16/7 17/1 17/5 18/22 18/22 18/24 20/5 20/5 20/11 21/6 21/7 21/8 23/1 23/1 23/11 28/20 32/15 32/16 32/16 32/17 32/21 32/22 32/23 32/23 33/4 33/5 33/5 37/2 37/7 37/16 39/20 41/4 41/6 52/20 53/23 56/1 68/1 68/4 68/25 72/21 75/9 75/25 76/17 76/20 77/2 77/8 78/9 78/14 86/6 86/18 87/24 88/14 88/21
ours [1] 57/12
ourselves [1] 27/8
out [50] 6/19 7/10 7/15 18/7 19/1 19/5 20/11 20/13 21/3 21/7 23/9 23/12 23/15 25/4 27/10 29/12 32/23 34/12 34/13 35/16 40/2 41/20 43/13 44/19 44/23 47/15 50/25 52/10 52/18 52/23 53/20 53/22 53/25 54/1 55/9 55/12 56/20 56/25 57/18 63/11 65/6 67/19 68/9 69/6 69/7 69/12 76/12 81/7 84/9 89/7
out-of-state [3] 52/18 52/23 68/9
outraged [3] 77/11 77/15 77/15
outrageous [4] 83/7 83/22 85/1 85/1
outside [12] 45/25 46/8 49/14 61/7 61/8 61/9 62/6 62/6 66/4 73/10 74/24 84/10
over [18] 15/1 19/11 25/15 35/1 37/19 54/20 57/16 58/19 60/1 63/17 69/13 70/4 72/1 74/3 76/7 76/14 85/15 87/8
overall [2] 51/2 59/1
overcome [1] 72/15
overlap [1] 15/17
overruled [14] 5/16 8/2 8/5 8/11 8/12 8/16 8/21 8/24 9/5 9/7 9/18 10/1 78/9 78/13
overrules [1] 54/3
overtime [1] 87/25
owed [5] 29/22 32/14 32/15 33/6 34/1
owing [1] 63/2
own [8] 30/21 35/6 40/8 41/4 41/6 45/2 57/7 58/17
owned [1] 53/17
Oxenford [1] 46/11

P

Pacific [1] 48/14
Pacifica [1] 86/16
page [11] 8/17 10/2 14/12 14/12 15/1 37/7 37/15 37/15 58/20 68/4 74/2
pages [2] 8/25 78/12
paid [4] 27/11 40/15 65/11 65/13
Papak [1] 24/3
papers [9] 38/7 38/7 38/9 39/6 39/12 53/8 53/12 55/2 74/2
Paragon [2] 54/8 54/12
paragraph [7] 16/18 28/9 48/11 62/10 80/7 81/2 81/5
Pardon [1] 11/11
parent [4] 15/23 37/9 37/18 37/19
Parnell [1] 2/17
part [4] 16/7 23/13 59/1 63/9
particular [3] 4/19 69/8 79/24
particularly [4] 43/25 44/4 70/19 80/20
parties [6] 11/21 23/22 26/4 44/10 47/11 58/9
parties' [1] 70/5
party [5] 4/13 22/22 32/16 37/25 58/10
pass [2] 6/19 11/7
passed [2] 32/6 77/21
passive [1] 61/11
patience [2] 89/4 89/8
pause [1] 21/25
paused [2] 31/17 31/18
pawn [2] 60/7 69/17
pawns [3] 59/21 65/4 65/5
payroll [2] 27/11 65/10
PC [2] 2/13 85/18
Peachey [2] 26/12 27/6
Pedro [1] 87/19
Peninsula [1] 87/20
people [24] 12/7 12/20 14/5 17/1 17/2 17/5 20/23 21/22 23/3 23/22 27/5 29/25 33/8 33/17 33/23 38/10 40/4 40/14 40/23 51/13 52/5 58/4 76/6 84/2
pepper [1] 21/21
Per [1] 16/15
percent [3] 15/8 15/9 15/10
Perez [3] 79/11 88/11 88/11
Perez-Falcon [2] 79/11 88/11
perfect [2] 72/23 88/6
perhaps [1] 9/22
period [4] 28/13 71/7 71/8 84/3
Perkins [1] 2/5
permitted [1] 83/12
person [8] 6/14 7/5 18/19 18/20 38/22 46/22 58/11 80/9
personal [22] 5/1 5/6 5/20 5/23 17/14 19/19 25/23 27/17 29/5 29/7 29/14 37/9 37/19 47/4 47/7 54/20 61/3 65/25 70/4 77/5 78/6 81/6
personally [2] 71/11 78/6
persuaded [1] 68/2
persuasive [3] 6/9 6/21 77/9
Peters [2] 2/8 3/12
Peterson [2] 2/5 3/10
Pharmaceuticals [1] 54/8
phone [7] 26/20 30/5 61/12 61/18 65/3 65/6 70/7
phrase [2] 47/4 81/7
physical [2] 26/4 26/8
Picot [22] 4/15 8/4 8/6 8/7 8/8 8/11 21/12 24/6 38/14 38/18 38/24 52/8 52/11 52/16 52/22 53/10 53/10 54/11 55/3 55/13 66/3 68/8
piece [2] 37/3 45/25
Pitzer [12] 16/18 20/19 20/20 22/16 26/12 27/20 27/21 28/10 28/11 28/17 30/15 33/1
Pitzer's [1] 30/17
place [8] 17/16 36/2 37/1 37/1 58/17 62/19 84/12 84/13
places [1] 73/13
plain [2] 79/21 79/25
plaintiff [52] 1/4 2/4 3/9 5/25 6/1 6/10 6/13 6/14 6/23 6/25 7/4 7/10 7/10 7/12 7/13 7/15 8/20 9/9 9/11 9/13 9/16 9/21 10/7 10/10 10/12 19/22 38/21 39/4 47/13 48/5 49/9 51/23 53/3 53/6 53/17 53/18 54/18 55/6 55/8 55/10 55/15 58/18 61/2 62/8 62/10 62/13 65/25 67/19 68/12 69/3 70/5 73/17
plaintiff's [11] 39/20 52/13 52/14 52/17 53/21 58/22 62/2 73/15 74/1 74/2
plaintiffs [7] 7/8 47/10 56/19 60/14 60/16 60/17 73/25
plan [3] 12/13 75/4 77/1
plane [1] 61/22
plant [2] 14/3 53/10
plausible [2] 59/6 86/7
play [2] 47/7 51/3
plead [3] 79/6 79/7 82/15
pleading [2] 81/25 82/1
pleadings [1] 68/25
please [1] 3/8
plug [1] 50/17
point [33] 9/15 9/24 15/25 17/25 18/9 18/9 18/13 24/9 24/19 28/15 28/20 35/16 42/12 51/19 60/10 60/20 61/25 62/8 63/10 63/18 64/3 64/13 64/23 65/24 69/9 71/18 72/21 73/25 74/16 76/4 76/8 76/10 87/9

P

points [11] 56/20 60/5 68/18 69/24 73/15 74/13 74/14 76/9 85/8 87/9 88/10
police [2] 86/17 86/18
policy [15] 79/6 79/7 79/13 79/18 80/1 80/12 80/19 81/9 81/17 82/16 83/4 84/19 85/3 88/23 89/1
popular [1] 85/10
Pornography [1] 83/23
portions [1] 3/6
Portland [10] 1/10 2/6 2/9 2/14 2/20 2/23 3/23 20/21 20/23 44/13
pose [1] 71/10
position [5] 19/21 29/8 66/6 68/22 79/6
possible [3] 44/10 59/17 63/21
post [22] 5/23 7/12 8/3 18/9 18/14 18/22 18/25 19/5 21/11 21/12 21/12 23/24 24/4 24/6 24/6 38/17 44/4 44/5 53/9 53/9 53/9 54/11
post-Picot [1] 24/6
post-Walden [2] 7/12 24/6
posture [2] 14/10 32/2
potentially [2] 86/20 89/6
powers [1] 69/22
pre [8] 23/24 24/3 38/14 38/14 38/14 38/15 55/3 78/7
precious [1] 73/6
predate [1] 68/7
predated [1] 52/21
prejudice [1] 88/5
prepared [2] 12/4 28/4
present [1] 21/2
presented [1] 66/2
president [1] 84/5
prevail [1] 88/25
prevent [1] 36/1
Price [1] 84/10
pricing [5] 20/10 20/12 20/14 22/2 33/5
prima [3] 79/19 79/22 87/20
primary [2] 79/4 82/19
principal [2] 26/24 71/4
principally [1] 60/13
principle [2] 6/2 6/16
principles [4] 5/22 7/6 52/16 61/3
prior [2] 18/8 50/10
probably [6] 4/10 37/7 39/2 41/24 50/21 60/2
proceedings [3] 1/18 89/12 90/5
process [4] 47/5 47/8 47/9 86/20
processes [1] 41/1
produced [1] 36/10
products [1] 55/18
professional [2] 1/3 29/4
profitable [1] 73/20
projections [2] 32/25 33/4
promised [1] 62/24
promoted [1] 84/5
prong [6] 31/16 32/3 47/6 51/22 68/20 69/1
prongs [3] 68/22 68/23 69/3
pronounce [3] 62/9 85/19 86/16
proof [1] 28/20
proper [2] 82/1 85/17
properly [1] 86/1
property [2] 21/21 85/18
proprietary [1] 12/22
prospective [2] 14/11 34/13
protect [1] 84/19
protectable [1] 33/21
protected [7] 47/9 82/3 82/4 82/9 82/11 87/17 87/19
protection [2] 82/9 86/20
protections [2] 32/17 34/3
protects [1] 60/13
prove [1] 28/22
proved [1] 55/10
provide [3] 13/6 48/1 79/19
provided [1] 28/13
provision [4] 6/11 42/19 67/1 80/13
provisions [2] 67/4 88/22
Pty [4] 44/24 45/1 46/14 50/3
public [19] 13/20 13/20 79/5 79/7 79/13 79/17 80/1 80/12 80/18 81/17 82/16 83/4 84/12 84/13 84/19 85/3 87/3 88/23 89/1
published [1] 20/12
pull [2] 17/4 74/12
Purcell [1] 8/9
purposeful [16] 25/3 25/5 25/6 25/25 26/9 30/2 30/9 30/10 50/22 50/23 55/11 56/21 57/1 66/16 67/24 70/1
purposefully [5] 47/14 53/2 65/16 68/10 70/9
purposes [4] 14/9 16/23 56/11 77/5
pushing [1] 56/24
put [15] 12/1 12/13 13/15 14/8 26/11 26/11 32/24 33/1 33/3 35/14 49/20 50/15 76/22 81/10 81/17
putting [3] 25/9 33/3 51/7

Q

question [8] 5/2 15/14 24/8 31/15 58/2 75/20 79/4 82/19
questions [6] 4/9 4/10 12/3 28/3 74/9 75/13
quickly [14] 41/2 60/4 63/21 65/21 66/12 68/17 69/19 69/25 71/1 82/23 85/5 85/9 86/13 88/3
quite [5] 61/24 67/25 73/21 79/25 80/4
quote [5] 5/18 8/18 48/14 84/23 87/4
quote/unquote [3] 5/18 84/23 87/4
quoting [2] 19/17 86/10

R

raise [1] 79/13
raised [4] 28/4 28/11 33/17 88/23
Ralee [1] 88/20
rate [1] 20/10
rather [1] 84/4
reach [1] 85/3
reached [3] 63/11 66/19 80/22
reaching [4] 10/8 19/1 21/3 66/22
read [8] 7/9 10/2 10/2 30/16 51/13 52/5 66/13 79/12
reading [25] 9/6 9/8 11/2 19/1 21/2 21/3 23/5 23/9 23/11 30/22 32/11 33/8 33/9 40/4 40/5 45/19 45/22 46/22 51/7 56/7 58/14 58/16 75/1 75/2 78/14
really [19] 35/5 35/25 36/4 36/22 37/4 40/18 41/19 43/11 44/4 45/3 50/16 56/9 64/12 72/1 72/25 76/16 81/7 85/13 85/13
reason [5] 28/19 54/22 66/8 69/18 81/19
reasonable [5] 31/8 31/21 63/25 64/1 80/9
reasonableness [3] 47/6 56/17 66/9
reasoning [1] 67/17
reasons [3] 4/20 7/23 68/23
rebuts [1] 60/24
rebuttal [1] 87/9
rebutted [1] 77/3
receive [2] 40/4 82/9
received [1] 41/14
recent [6] 41/13 46/22 53/5 53/22 54/13 68/8
recently [2] 12/1 12/1
recognize [2] 33/18 52/22
recognized [2] 54/10 63/4
recollection [1] 32/11
record [5] 3/9 17/18 56/2 87/12 90/5
Recordon [1] 8/9
red [1] 16/15
refer [2] 37/12 74/1
reference [3] 46/19 79/8 85/11
referenced [2] 75/23 76/24
references [2] 18/11 81/19
referred [5] 7/2 38/4 47/6 53/20 53/23
refined [1] 22/17
regard [1] 31/2
regarding [6] 46/23 46/25 47/1 47/1 54/4 54/5
region [1] 48/15
regular [1] 30/4
reimbursed [1] 65/13
relate [1] 61/4
related [3] 15/17 47/15 51/1
relates [10] 60/6 66/14 66/21 66/24 68/5 71/17 72/2 72/7 72/8 73/13
relating [1] 46/6
relations [1] 83/17
relationship [21] 6/6 6/10 6/10 23/7 23/11 25/1 25/8 25/18 26/2 26/6 26/14 29/19 37/17 70/5 70/6 70/20 71/22 72/4 75/1 75/1 75/2
relationships [12] 22/24 23/2 23/16 23/18 23/18 23/18 23/22 23/25 24/11 24/12 26/14 71/25
relevance [1] 68/5
relevant [11] 5/8 6/3 7/14 10/23 11/4 13/12 16/10 19/12 29/18 75/20 76/22
relied [1] 52/21
relief [6] 58/22 58/24 73/16 79/22 85/23 86/7
relies [1] 88/16
rely [8] 8/4 25/10 25/12 39/3 75/7 77/22 77/25 78/8
relying [1] 30/1
remain [1] 5/23
remember [2] 40/6 64/17
remind [1] 61/5
rendered [1] 68/7
RENTRAK [92]
Rentrak's [7] 14/19 14/25 46/14 47/23 50/1 56/3 87/10
replicate [4] 59/24 60/22 63/18 65/24
reply [16] 4/4 4/6 4/12 8/17 10/20 12/17 17/25 25/15 33/18 36/13 37/7 37/16 53/23 54/25 68/4 79/9
report [5] 20/4 21/5 35/24 40/12 84/9
reported [4] 26/25 46/16 81/12 81/12
reporter [3] 2/22 87/24 90/11
reporting [5] 13/11 40/11 40/22 80/21 82/7
reports [1] 39/23
represent [6] 28/18 44/9 59/17 59/20 60/19 85/7
representing [2] 77/8 77/10
represents [2] 18/6 18/7
reproducing [1] 53/16
reps [1] 16/16
reputational [2] 6/24 6/24
required [6] 62/16 63/9 65/18 66/9 79/11 79/22
requirement [1] 79/21
requires [2] 79/17 88/13
requiring [2] 83/10 83/13
reserve [1] 64/13
reside [1] 46/18
resided [4] 6/25 7/4 50/1 53/18
resident [7] 51/24 53/1 54/6 54/16 66/20 67/21 68/10
residents [2] 62/7 66/5
resides [1] 38/22
residing [2] 60/8 61/9

R

resign [1] 80/9
resolution [2] 58/1 73/8
resources [1] 69/16
respect [23] 11/24 13/10 16/22 19/8 25/6 29/24 30/8 30/12 30/13 31/1 31/1 37/10 41/11 59/21 60/25 60/25 70/10 70/25 75/3 76/20 76/22 77/22 85/6
respective [1] 40/23
respects [1] 63/2
respond [6] 4/6 60/23 79/9 79/14 82/21 82/23
Responding [1] 86/15
response [7] 4/11 4/17 12/4 74/15 74/16 80/14 80/16
responses [2] 13/13 75/15
responsibilities [1] 88/1
rest [2] 65/21 85/5
restrictions [1] 57/7
result [3] 21/19 22/21 88/5
retaliation [1] 80/20
review [1] 84/9
Rhode [1] 55/4
Richard [1] 2/16
right [15] 15/18 22/12 29/9 36/3 42/6 46/24 52/25 59/20 62/20 64/12 64/13 66/15 69/10 82/6 87/15
rights [1] 63/2
risk [1] 14/18
RMR [2] 2/22 90/10
Roadshow [4] 40/5 46/12 56/7 58/16
Robert [3] 2/12 3/18 34/20
role [1] 71/12
Ron [1] 26/24
room [3] 2/23 69/12 77/14
Roth [1] 67/16
rubber [1] 14/3
rule [4] 28/19 28/25 79/11 85/25
ruling [1] 68/8
rulings [1] 52/9
running [1] 30/3

S

S.W [4] 2/9 2/14 2/20 2/23
said [23] 5/8 5/15 5/16 28/19 28/21 37/6 37/16 42/1 50/8 51/21 54/16 55/10 55/19 58/3 59/5 63/13 68/21 70/11 70/14 71/20 74/3 78/9 78/13
sales [1] 76/12
same [28] 11/25 12/5 12/23 13/15 13/16 13/17 13/18 14/5 14/5 16/21 16/25 16/25 17/2 17/2 17/3 18/6 18/6 24/17 25/5 28/19 30/12 34/3 45/3 57/16 58/23 63/15 71/17 76/10
San [1] 87/19
Sandvig [3] 13/19 14/13 34/7
satisfied [1] 51/22
sauce [1] 76/2
saw [3] 15/25 32/5 43/18
say [32] 4/18 7/10 8/7 8/18 14/17 15/2 15/12 17/4 18/8 28/15 31/6 32/19 35/4 38/17 39/2 41/13 41/21 42/23 43/14 46/25 51/21 56/14 56/15 56/15 67/12 68/2 69/2 74/25 75/7 83/20 84/16 85/15
saying [17] 6/11 8/18 9/1 9/5 9/7 9/18 9/25 11/3 11/4 20/15 21/4 23/9 38/18 39/15 42/25 49/20 81/22
says [16] 8/1 8/7 8/23 16/15 35/2 37/23 46/23 47/9 52/11 53/13 54/3 57/3 67/3 77/17 81/3 82/2
SB [2] 1/4 3/4
scar [1] 84/13
scenario [2] 10/3 10/4
schedule [1] 75/6
scheme [1] 16/7
school [4] 50/14 50/15 64/22 64/24
Schulz [1] 55/4
Schwarzenegger [1] 47/18
screaming [1] 57/17
screen [1] 63/8
sea [1] 78/3
seal [4] 10/25 11/2 35/4 37/22
seamlessly [1] 13/7
second [10] 2/17 5/2 6/2 17/11 21/24 36/21 60/20 64/3 68/21 86/24
secondly [1] 6/16
secret [6] 20/9 38/6 40/18 40/24 41/1 76/2
secrets [20] 12/15 12/18 12/21 12/24 19/10 19/20 19/23 20/1 20/19 24/14 30/13 32/18 32/23 33/20 33/20 36/5 36/18 41/11 41/12 41/19
see [8] 8/23 13/13 58/15 61/19 67/19 68/4 80/3 85/2
seek [1] 67/19
seen [5] 50/13 65/15 72/23 72/24 83/2
seismic [1] 38/18
selection [1] 67/7
sell [2] 6/19 45/24
semi [1] 30/15
semi-frequent [1] 30/15
send [4] 20/6 39/24 55/9 61/23
sending [3] 34/12 34/13 52/4
sends [1] 16/16
senior [6] 12/7 17/23 18/17 21/1 32/24 32/25
sense [1] 51/9
sent [12] 18/2 18/4 18/5 26/23 27/11 29/12 31/9 43/4 55/5 55/6 55/7 76/6
sentences [1] 28/10
separate [3] 44/24 44/25 45/15
separately [1] 85/12
separation [1] 7/17
series [1] 8/21
seriously [1] 71/11
servers [3] 45/7 45/8 56/4
service [2] 39/13 45/8
services [3] 48/1 63/3 68/3
set [7] 11/16 43/9 47/25 48/7 79/23 80/16 81/24
settlement [4] 21/16 21/17 21/20 21/20
seven [2] 56/20 69/24
seventh [1] 73/17
several [1] 7/23
sex [1] 81/3
sexual [10] 80/16 80/18 80/20 80/21 80/23 81/13 81/15 83/14 83/17 87/21
share [1] 13/17
shared [2] 49/17 89/1
shareholder [5] 15/8 15/8 15/10 71/4 71/5
shareholders [3] 14/11 15/10 34/13
Sharon [2] 2/8 3/12
she [2] 53/13 87/17
shifts [1] 69/4
shirt [1] 84/13
Shlachter [10] 2/12 2/13 3/19 34/20 67/25 68/24 70/14 71/14 71/20 73/4
Shlachter's [3] 60/24 65/23 66/15
Shoe [2] 54/4 54/5
shoot [1] 21/22
short [2] 79/21 79/25
should [12] 18/20 36/15 52/14 56/22 64/13 73/1 73/2 73/22 77/4 87/14 88/24 88/25
shouldn't [3] 28/5 60/9 65/1
show [11] 5/11 17/22 36/25 40/18 42/3 42/5 47/14 56/11 62/3 69/4 87/17
showing [6] 32/4 53/4 54/7 65/25 79/22 85/23
shows [4] 5/9 11/25 53/6 84/13
Shumway [4] 2/22 89/9 90/9 90/10
side [3] 52/24 60/6 65/7
sided [1] 64/16
sideshow [2] 41/10 56/14
signature [2] 90/7 90/7
signed [3] 16/14 25/19 63/16
significant [4] 28/12 57/5 58/8 86/11
signing [5] 21/17 21/19 25/12 55/19 90/4
similar [2] 31/12 76/15
SIMON [7] 1/6 3/22 32/9 54/8 63/23 64/3 69/8
Simon's [3] 26/7 32/8 85/16
simple [1] 40/22
simply [8] 28/11 28/16 44/9 53/2 65/17 68/11 73/18 82/1
sin [1] 47/20
Sinatra [2] 70/24 71/2
since [4] 4/3 52/10 53/22 58/24
sit [1] 12/20
situation [5] 10/6 38/1 39/17 57/16 87/2
six [3] 43/18 72/15 72/20
sixth [1] 73/16
size [1] 40/13
skip [2] 67/24 87/8
Slayden [2] 55/3 55/4
slip [1] 87/7
slowing [1] 71/3
small [4] 34/10 35/10 35/23 36/1
Smith [1] 2/8
smoking [1] 36/17
so [126]
software [6] 20/5 20/7 41/4 41/5 41/6 41/6
solely [1] 29/3
soliciting [1] 19/3
Solutions [9] 19/13 19/17 21/10 35/9 37/11 37/14 38/5 45/15 49/15
solve [1] 73/21
some [36] 4/20 5/17 5/25 7/2 10/6 10/11 13/6 14/3 15/17 18/19 22/13 24/16 27/7 27/22 29/11 29/11 31/24 34/21 34/24 35/1 39/6 39/18 39/19 40/2 42/12 49/1 51/5 51/7 55/15 57/13 57/21 59/10 66/7 70/25 85/23 87/2
somebody [4] 6/8 40/20 45/18 76/18
somehow [2] 23/14 44/3
someone [4] 26/25 28/16 29/5 62/22
something [16] 5/18 10/25 11/2 21/22 26/7 28/5 35/13 38/6 39/24 44/6 45/5 45/6 46/2 73/2 81/12 84/5
sometimes [1] 72/25
somewhere [2] 14/3 14/4
song [1] 59/20
sorry [6] 21/9 41/20 54/4 64/19 64/25 67/10
sort [4] 41/9 44/8 47/20 51/5
sought [1] 19/19
sounding [1] 66/1
sounds [1] 81/12
sources [2] 51/16 52/7
Southern [1] 73/12
sovereignty [3] 57/20 71/19 72/9
speak [1] 59/11
special [2] 41/5 41/23
specific [19] 4/8 7/17 9/9 19/25 20/6 20/6 20/12 35/19 50/20 66/5 66/25 74/9 75/15 79/8 79/10 81/13 82/16 83/17 88/21
specifically [7] 19/25 37/8 48/14 59/9 62/24 79/7 79/13
specification [1] 40/10
specifications [8] 12/18 20/3 21/5 21/6

S

specifications... [4] 22/2 22/16 23/10 30/23
specifies [1] 17/16
spend [1] 66/11
spent [2] 40/2 73/3
spreadsheet [1] 40/7
STACIE [1] 1/19
stand [1] 77/4
standard [1] 11/2
standards [1] 84/17
standing [1] 25/22
stands [1] 77/12
start [4] 4/2 34/25 48/13 82/24
started [7] 51/7 69/6 69/6 69/12 70/8 77/14 77/14
starting [2] 10/14 71/1
state [34] 3/8 5/10 5/18 9/22 15/22 24/2 26/5 26/6 27/18 35/21 37/16 38/22 38/22 42/18 44/2 44/3 46/7 51/18 52/18 52/23 53/1 53/2 53/15 56/12 57/20 61/9 68/9 68/10 68/11 71/19 72/9 75/22 82/15 86/6
state's [1] 72/11
stated [1] 50/12
statement [6] 10/24 22/11 26/17 35/6 79/21 85/14
statements [1] 42/7
states [18] 1/1 1/20 2/22 10/3 13/4 15/5 19/18 23/10 28/12 33/9 33/10 34/6 34/6 35/24 46/25 70/21 72/4 75/6
status [2] 82/3 82/4
statute [6] 79/7 79/10 80/12 80/19 81/13 81/16
statutes [1] 80/19
statutorily [1] 81/9
statutory [1] 88/22
stay [1] 48/6
steal [1] 19/20
stealing [2] 19/23 48/20
steps [1] 4/7
still [9] 7/12 7/16 7/20 15/18 18/23 21/13 52/2 81/23 82/12
stolen [2] 20/1 42/6
Stoll [2] 2/13 2/13
stood [1] 81/7
stop [1] 37/4
stopped [1] 81/19
story [1] 51/19
strategic [1] 27/12
strategically [1] 31/23
Strategies [1] 85/18
straws [1] 6/7
street [4] 2/6 2/14 2/17 6/19
strike [3] 3/5 12/3 50/12
string [1] 19/11
strip [4] 7/10 7/15 39/20 41/9
strong [1] 5/22
strongly [1] 72/9
struggling [1] 29/2
studio [2] 13/11 23/18
studio-reporting [1] 13/11
studios [7] 20/14 22/25 23/12 23/16 23/19 33/9 45/9
stuff [1] 41/19
subject [7] 19/19 25/23 29/4 29/6 51/14 55/18 82/10
subjected [2] 83/6 83/24
subjecting [1] 4/19
submission [1] 36/11
submissions [1] 89/8
submit [2] 52/19 54/22
submitted [1] 75/4
submitting [1] 40/2
subscriber [1] 13/11
subscribers [3] 20/11 22/24 23/16
subsequent [3] 8/6 8/21 13/20
subsidiaries [2] 14/2 37/18
subsidiary [7] 15/18 15/20 37/8 41/6 45/15 73/19 77/18
subsidiary's [2] 15/22 37/20
substantial [7] 57/1 62/4 66/19 70/15 70/16 71/10 83/2
success [1] 17/8
successful [1] 14/16
such [2] 18/19 20/4
sue [1] 73/21
suffered [2] 54/16 54/19
sufficient [7] 26/6 27/17 29/14 37/18 39/15 51/17 86/5
suggested [1] 48/21
Suite [3] 2/9 2/14 2/20
summarized [2] 52/1 61/3
summary [11] 31/20 48/24 48/25 49/2 51/5 53/24 79/14 79/18 87/13 88/18 88/24
Sun [1] 55/20
Superior [2] 70/13 85/23
superseded [1] 4/15
supervisors [1] 26/25
supplanted [1] 7/22
support [3] 25/15 78/2 83/4
supported [1] 61/15
supporting [2] 8/15 37/2
supports [1] 88/19
supposed [1] 73/17
supposedly [1] 44/11
Supreme [4] 7/24 60/11 86/10 86/11
sure [10] 4/9 14/21 15/15 23/5 44/15 68/18 74/11 75/17 78/11 81/21
surprising [1] 56/9
survive [1] 86/4
Sydney [6] 36/7 36/8 41/21 46/13 56/8 59/2
Synagro [1] 88/11
synthesize [1] 47/21
system [10] 20/5 45/24 57/4 57/7 57/8 57/10 57/10 57/11 72/22 72/25
systematized [1] 34/5

T

table [1] 42/6
tabulate [2] 64/18 76/6
tabulated [1] 26/22
tabulation [1] 27/22
Tactical [4] 21/12 24/5 55/12 55/22
take [8] 7/9 12/12 34/17 37/1 37/24 57/6 75/12 89/7
taken [1] 34/14
taking [5] 12/24 30/21 32/23 37/1 89/10
talk [25] 4/24 4/25 5/4 10/17 12/17 13/25 14/13 14/21 17/1 17/6 17/7 20/19 23/5 27/10 27/13 33/19 33/25 34/10 36/22 40/9 44/2 44/6 58/24 65/10 83/10
talked [15] 6/8 6/13 7/1 7/2 20/3 24/24 27/20 28/22 42/15 46/10 51/20 64/9 64/16 76/4 78/1
talking [46] 7/12 9/2 12/6 12/8 12/8 12/11 12/23 13/8 14/22 14/24 17/3 17/24 18/17 20/13 21/1 23/6 23/9 23/12 27/15 30/15 32/22 33/2 39/21 40/21 40/21 44/4 46/3 48/9 49/4 56/18 57/8 57/9 57/12 61/11 61/12 61/13 61/18 65/2 65/3 69/7 73/18 75/25 76/1 76/13 83/15 86/18
talks [17] 13/21 13/22 13/25 14/1 14/18 15/1 18/11 21/13 25/16 27/6 27/21 34/8 52/2 63/22 75/5 80/15 81/5
Tammany [1] 88/12
targeted [4] 21/8 32/21 32/21 51/23
targeting [2] 14/24 54/5
targets [1] 76/25
taught [1] 38/20
Taylor [1] 2/20
teach [1] 50/14
team [2] 27/20 50/15
technical [3] 27/19 58/3 60/6
technically [1] 15/17
technological [1] 13/5
technology [23] 12/16 13/3 13/7 13/11 14/15 16/7 16/12 18/24 20/20 20/21 20/22 20/23 22/1 22/2 22/14 23/1 30/19 30/20 33/24 37/25 41/1 76/23 85/18
telephone [4] 26/19 27/5 67/21 70/2
tell [3] 76/13 77/10 85/14
telling [2] 14/11 30/22
ten [3] 45/22 46/2 60/3
terminally [1] 32/9
terms [21] 6/21 17/19 20/18 22/1 25/14 25/25 26/1 26/2 28/5 30/19 31/4 35/4 37/9 50/9 62/25 63/15 63/20 67/12 75/20 77/6 83/18
test [12] 4/8 5/14 7/16 7/20 7/25 8/1 8/2 30/10 38/19 38/20 50/20 54/10
testimony [1] 27/3
tests [1] 32/6
tethered [2] 44/3 52/18
tethering [3] 44/6 46/3 46/4
Thackston [1] 2/17
than [12] 11/18 12/19 27/17 30/15 34/17 50/12 50/21 57/12 69/12 84/4 84/15 89/10
Thank [17] 4/1 4/23 29/1 34/14 34/19 54/24 59/7 59/12 59/25 74/7 74/8 78/16 78/24 89/3 89/3 89/4 89/11
thanks [3] 71/3 89/2 89/7
that [650]
that's [101]
the same [1] 16/25
theater [7] 22/25 40/5 40/13 40/14 40/15 45/24 46/9
theater's [1] 40/8
theaters [12] 13/5 22/24 23/6 35/10 35/11 35/23 39/24 39/24 48/2 48/8 49/14 75/3
theatrical [6] 47/23 56/4 58/12 76/11 76/12 84/6
their [59] 7/5 8/17 10/20 12/17 13/14 13/20 14/11 14/14 14/19 14/24 17/6 17/8 17/25 18/20 19/21 28/11 30/24 33/18 34/8 35/4 35/6 35/11 36/11 36/13 36/17 37/11 39/6 39/25 41/5 41/5 44/13 45/16 45/17 48/14 49/21 53/8 53/12 55/9 55/24 56/4 56/8 58/17 58/24 59/1 59/2 59/2 66/7 68/23 76/5 77/3 77/15 77/25 78/8 78/8 80/25 81/3 83/15 83/16 83/24
them [37] 4/10 4/16 6/21 11/13 12/12 17/24 17/24 18/4 18/7 20/6 21/1 23/20 24/13 24/25 27/10 30/18 32/1 32/20 32/23 33/1 33/2 33/3 33/3 34/8 38/12 39/11 50/16 51/8 54/1 54/22 59/1 65/15 77/18 79/12 83/3 83/20 87/5
then [31] 6/16 6/19 8/24 16/15 24/7 24/16 25/24 27/6 29/21 32/6 35/1 38/25 41/22 42/21 43/16 45/14 50/17 52/8 53/5 55/12 56/10 59/2 59/4 69/13 69/14 69/25 70/8 73/15 86/4 87/13 88/10
there [71] 5/18 6/5 6/11 6/12 6/13 6/17 6/21 6/25 7/4 7/16 7/23 9/12 10/6 11/18 12/20 15/21 17/18 19/10 19/10 20/2 20/2 21/25 25/25 26/8 26/9 26/13 27/3 27/19 27/22 28/10 29/18 33/8 35/21 36/23 39/15 41/11 43/2 43/21 45/5

T

there... [32] 46/18 46/18 46/23 50/13 52/3 52/6 52/9 53/3 53/8 54/3 54/15 54/17 55/10 56/1 56/12 56/24 58/8 58/23 63/15 63/24 63/25 64/17 68/6 75/14 76/13 77/19 80/23 81/19 81/22 82/13 86/19 88/4
there's [38] 8/3 8/11 8/14 11/3 11/17 12/10 15/17 15/24 25/14 35/7 35/8 35/9 39/10 40/7 40/24 41/11 42/20 43/19 45/23 46/1 46/21 47/3 48/8 49/25 54/11 57/2 63/23 63/24 70/11 74/17 74/22 76/2 76/5 78/6 78/6 80/24 85/2 88/8
therefore [1] 80/21
these [49] 4/19 5/22 8/21 9/1 10/10 19/12 23/15 24/9 26/14 26/21 27/16 27/20 28/23 31/22 31/24 31/24 32/13 32/14 32/15 33/20 33/20 34/1 34/15 38/25 39/7 40/8 41/13 41/19 41/23 43/1 43/15 43/24 46/6 48/19 51/7 54/21 58/3 58/7 61/2 62/1 64/19 70/6 73/12 74/15 80/6 80/8 84/17 84/18 89/5
they [154]
they'll [2] 13/9 34/9
they're [30] 11/23 12/7 12/23 12/24 13/3 13/8 14/11 14/19 14/21 14/24 17/3 17/7 20/12 30/23 33/23 33/24 34/10 36/2 41/17 56/8 59/1 61/11 61/11 64/21 65/1 70/3 75/8 77/15 77/16 83/22
they've [10] 4/21 28/11 31/24 33/17 36/11 38/9 53/8 62/12 66/7 78/1
thing [4] 24/23 37/6 84/16 88/2
things [17] 4/24 20/16 21/13 35/1 38/17 43/15 44/10 54/7 58/11 64/21 65/14 72/24 73/7 75/17 81/14 87/7 88/3
think [61] 8/6 8/14 10/21 15/19 15/24 18/16 24/20 27/17 29/5 30/25 32/7 32/7 32/10 33/11 33/14 34/23 36/5 37/6 37/12 38/5 38/6 40/9 40/10 42/2 42/22 45/5 45/18 46/11 46/21 52/8 54/9 57/3 57/5 57/13 57/15 57/16 60/20 65/5 66/8 67/24 68/6 68/19 68/21 69/20 72/8 73/5 75/24 77/22 78/5 78/6 81/18 81/19 82/25 83/2 83/16 86/8 86/16 88/6 88/7 88/8 88/19
thinking [1] 13/1
third [15] 2/23 19/9 21/24 22/22 23/22 31/16 32/16 47/6 47/10 51/2 54/13 58/9 58/10 68/20 71/18
third, [1] 4/17
third, you've [1] 4/17
third-party [3] 22/22 32/16 58/10
this [166]
Thomas [1] 2/4
those [47] 4/6 7/3 7/6 7/13 9/4 9/6 9/17 9/17 10/11 12/20 15/22 20/3 20/16 20/17 21/13 23/1 23/2 23/2 23/3 23/17 23/17 23/19 23/25 24/11 28/18 29/21 29/24 30/22 31/14 33/4 33/6 36/14 36/24 36/25 42/6 42/7 42/7 49/22 53/11 59/24 67/22 75/6 78/14 79/12 81/14 81/15 82/10
though [1] 64/23
three [7] 4/19 39/14 53/22 54/1 56/22 69/1 88/3
threshold [2] 80/22 81/23
through [26] 6/1 9/15 10/11 10/12 11/16 13/21 14/2 14/9 24/13 25/10 25/19 27/20 27/23 27/23 48/25 51/4 52/1 60/4 60/5 60/11 63/19 65/21 69/19 69/24 85/5 86/13
throughout [3] 20/25 29/22 48/4
thwarted [1] 23/17
ticketing [1] 13/3
tickets [31] 27/20 27/21 28/2 28/5 28/7 28/14 40/15 40/16 40/23 41/16 41/17 41/17 41/18 41/23 41/25 42/1 42/7 42/9 49/22 50/19 56/15 58/4 58/7 75/23 75/23 75/25 76/2 76/3 76/8 76/9 76/9
tickets: [1] 49/23
tickets: it's [1] 49/23
tie [1] 81/15
ties [1] 66/5
time [27] 11/25 12/5 12/23 13/1 31/10 34/22 38/11 40/2 40/3 40/17 45/12 45/13 47/22 61/14 66/11 71/1 73/3 73/5 73/6 74/5 83/1 84/22 85/7 85/9 85/15 87/14 89/7
timeline [3] 11/6 16/13 37/12
times [3] 26/18 49/25 75/24
to the [1] 62/8
today [10] 34/9 50/10 59/18 63/7 63/20 68/24 75/16 79/2 88/7 89/4
together [3] 12/13 14/5 31/7
Tom [2] 3/13 60/24
too [3] 21/11 24/22 71/1
took [6] 30/20 36/5 36/9 41/20 43/15 58/17
top [5] 60/3 60/3 65/20 67/10 85/8
topics [1] 12/20
tort [4] 38/21 39/16 53/13 66/2
tortious [3] 22/21 25/4 66/3
torts [1] 53/11
totally [2] 38/1 70/21
touched [2] 4/17 51/1
touching [1] 34/21
toward [1] 81/1
towards [1] 81/3
town [1] 84/25
trade [22] 12/14 12/18 12/21 12/24 19/10 19/20 19/23 20/1 20/9 20/18 24/14 30/13 32/17 32/23 33/20 33/20 36/5 36/18 38/6 41/11 41/12 41/19
transaction [1] 55/17
transactions [1] 55/21
transcript [3] 1/18 90/5 90/6
transfer [5] 62/21 62/23 63/12 64/12 67/2
transferable [1] 36/18
travel [2] 31/19 41/2
Traveled [1] 72/6
traveling [1] 69/13
travels [1] 44/15
treat [2] 77/18 77/18
trial [4] 33/7 50/14 50/15 76/19
tried [7] 44/9 47/22 48/4 50/15 50/17 51/8 78/5
true [6] 64/6 64/6 75/8 75/9 86/5 86/6
try [11] 11/17 59/17 59/23 60/4 60/22 60/23 63/18 63/21 65/21 82/23 85/5
trying [16] 7/9 7/19 28/22 36/1 37/4 40/10 70/25 71/14 82/12 83/4 84/19 85/3 85/6 85/7 87/8 88/3
turn [1] 78/17
Turner [3] 79/18 79/19 88/15
twice [1] 66/7
two [28] 4/7 4/24 5/20 5/22 7/6 12/7 12/7 12/12 13/13 18/17 28/10 28/13 34/15 38/6 40/3 52/10 53/11 59/18 65/12 68/23 69/3 73/15 74/9 74/14 76/25 77/11 80/4 88/2
two-month [1] 28/13
type [4] 26/6 26/10 81/8 82/3
types [4] 23/25 67/22 75/7 83/7

U

U.S [13] 21/6 32/13 32/17 34/1 35/12 70/14 72/6 75/5 76/25 77/1 83/12 83/13 86/2
U.S. [3] 71/22 71/25 72/7
U.S. frequently [1] 72/7
U.S.-based [2] 71/22 71/25
unable [1] 9/17
unaware [1] 21/23
unbeknownst [1] 12/8
under [20] 10/25 11/2 21/8 21/9 25/1 26/6 26/9 30/2 30/10 32/17 45/2 53/10 54/16 56/19 58/17 68/23 69/3 86/1 86/21 86/22
underlying [1] 77/24
undermined [1] 51/25
understand [3] 7/25 79/4 87/25
understanding [2] 22/12 80/17
undisputed [5] 40/1 40/3 43/1 44/21 74/13
unfair [2] 32/19 32/20
Unicru [4] 19/14 19/18 21/9 30/12
UNITED [21] 1/1 1/20 2/22 13/4 15/4 21/11 23/10 24/5 33/9 33/10 34/6 34/6 35/24 40/11 46/25 55/12 55/12 55/22 70/21 72/4 75/6
unlawful [1] 84/1
Unlike [1] 54/17
unpersuasive [1] 68/7
unquote [3] 5/18 84/23 87/4
unreasonable [8] 4/20 32/3 32/4 32/7 32/12 69/6 69/21 70/22
unreasonableness [1] 4/25
unrelated [1] 41/15
until [5] 18/2 18/15 48/12 48/13 48/22
up [15] 11/7 14/21 20/5 26/19 28/22 34/14 43/9 47/25 48/7 54/4 66/12 67/10 69/13 74/12 84/12
upheld [1] 87/1
upon [8] 30/16 35/20 35/21 52/21 67/18 87/18 88/9 88/16
upset [2] 50/15 50/16
us [22] 12/9 12/25 13/9 13/10 18/3 21/5 29/22 32/12 32/15 32/18 32/21 33/2 33/7 34/1 34/3 45/3 75/1 86/11 87/1 88/6 88/13 88/19
use [16] 19/20 21/5 21/6 23/9 23/10 30/21 30/22 36/8 36/24 45/24 49/12 49/18 60/2 74/22 76/17 81/15
used [1] 41/22
using [4] 30/23 32/23 41/4 41/5
utilize [1] 17/8

V

vague [1] 88/17
Valerie [1] 84/10
various [1] 69/9
Vegas [1] 84/21
Vent [2] 70/12 72/16
venture [2] 30/21 30/22
versa [1] 43/17
very [18] 10/22 20/12 28/10 29/1 31/18 35/3 36/19 42/13 42/21 44/18 47/4 50/14 53/19 59/6 65/19 73/20 73/20 89/8
VES [20] 4/13 11/23 13/14 13/22 13/22 13/24 14/7 14/15 15/6 15/7 15/10 15/12 15/16 15/18 17/2 17/5 17/7 17/8 49/17 50/7
VES's [1] 50/8
Vi [1] 77/2
Vi-Box [1] 77/2
via [3] 26/18 30/5 70/7
viable [1] 30/25
vice [1] 43/17
Victoria [1] 46/11
view [2] 39/20 56/1
viewed [1] 85/25
Village [5] 40/5 46/9 46/12 58/14 58/16

V

violation [1] 88/17
violations [1] 43/22
virtue [4] 9/18 34/2 53/3 68/11
VISTA [69] 1/7 2/11 3/17 3/19 4/14 10/14 10/19 11/22 13/1 13/14 13/20 13/21 13/23 13/24 13/25 14/1 14/25 15/8 15/16 15/18 15/20 16/3 16/5 16/14 16/16 16/19 16/22 17/1 17/11 17/19 17/23 18/6 18/17 19/1 19/8 21/7 22/20 22/23 23/9 30/20 31/1 34/18 35/8 37/11 37/13 37/14 42/15 42/16 43/2 43/4 43/8 43/18 45/14 45/14 46/6 47/21 47/22 48/2 48/17 49/6 49/9 49/15 49/18 50/23 56/2 59/22 61/16 71/15 77/3
Vista's [1] 14/14
Vista/Numero [5] 16/5 17/11 19/8 30/20 31/1
Volkswagen [1] 60/12

W

Walden [51] 4/15 5/1 5/5 5/8 5/19 5/23 7/9 7/12 7/23 7/24 8/1 8/3 8/6 8/13 8/22 9/6 9/8 9/15 9/18 9/20 10/3 21/11 21/12 23/24 23/24 24/3 24/4 24/6 38/14 38/17 38/24 44/5 44/5 47/8 51/25 52/1 52/11 52/21 53/6 53/9 54/3 54/7 54/11 54/17 60/12 66/2 68/7 77/25 78/2 78/7 78/15
Walden's [1] 10/1
want [11] 21/5 30/16 34/25 40/12 42/5 44/6 59/3 59/11 75/11 76/17 89/7
wanted [5] 4/24 27/12 27/13 27/14 74/13
wants [1] 62/18
War [1] 59/20
was [133]
Washington [1] 54/5
wasn't [8] 16/20 27/1 37/7 48/12 68/2 70/9 81/21 83/12
Watts [1] 71/20
way [14] 5/25 7/8 8/2 12/9 12/10 18/19 27/24 32/1 45/13 45/13 45/13 52/19 64/19 71/6
ways [2] 20/7 76/16
we [142]
we'll [6] 24/21 45/1 76/20 85/12 87/11 87/11
we're [53] 9/2 11/3 11/4 11/17 12/19 13/1 14/22 17/5 23/6 25/11 27/8 28/22 30/1 34/2 34/10 38/18 40/20 40/21 41/4 41/4 43/22 45/12 45/13 46/3 47/12 48/9 56/18 57/8 57/9 57/12 60/15 61/11 61/12 61/13 61/18 63/7 65/2 65/3 69/7 73/18 75/5 75/25 76/8 76/19 76/22 77/8 77/21 79/22 84/19 85/3 86/18 87/5 87/24
we've [22] 12/1 12/1 13/15 14/8 18/24 24/17 24/18 25/2 26/7 29/16 29/19 50/12 51/1 52/8 57/3 67/1 69/9 72/1 73/3 86/22 87/22 88/14
weak [1] 72/2
website [1] 62/23
week [1] 61/22
weeks [5] 36/12 38/9 38/16 54/9 78/2
weigh [1] 72/9
weighed [1] 72/17
weighing [1] 65/9
weight [2] 57/5 72/15
Welcome [1] 3/23
well [41] 7/1 7/3 7/23 9/3 12/17 13/14 14/6 16/4 17/4 18/1 23/6 27/6 27/9 28/16 30/4 35/3 38/13 38/24 39/6 39/10 42/2 42/22 43/13 45/19 56/22 57/23 58/2 58/3 58/23 65/19 67/1 67/25 74/21 74/25 76/4 79/12 79/16 79/24 82/7 82/11 89/8
went [4] 13/20 13/20 21/7 30/20
were [47] 4/15 4/25 6/7 9/12 12/11 17/19 18/14 19/19 20/1 26/13 27/5 27/9 27/12 27/19 28/18 28/23 29/22 31/7 34/12 34/13 37/1 38/9 40/14 41/18 41/18 43/2 43/21 47/24 51/13 51/16 52/7 54/15 54/22 55/4 64/5 66/4 72/5 78/13 81/19 81/21 82/10 83/3 83/4 83/6 87/3 87/5 88/4
weren't [1] 38/8
west [3] 34/5 45/14 88/11
Westlaw [4] 19/14 19/15 85/20 88/11
what [95]
what's [4] 26/3 26/3 65/17 76/3
whatever [1] 88/6
whatnot [1] 30/5
whatsoever [1] 63/24
when [40] 7/11 15/7 15/11 17/1 17/6 20/4 20/11 21/1 21/2 21/4 21/4 23/8 23/8 23/12 23/21 27/19 27/22 30/15 30/20 30/22 31/3 31/4 31/9 32/20 32/21 38/9 38/19 39/20 41/9 43/12 43/14 51/7 61/20 62/1 63/5 63/19 77/19 77/21 80/3 80/11
where [40] 4/16 7/4 9/8 9/8 9/10 10/6 23/3 30/18 30/19 32/6 32/8 36/2 36/17 36/18 38/7 42/6 42/7 44/10 44/10 44/16 44/18 44/19 44/20 45/9 45/19 46/12 46/13 46/14 46/15 50/19 52/6 52/6 56/8 57/25 58/5 73/12 73/22 80/2 82/14 84/12
wherever [8] 9/10 9/15 25/13 27/12 76/14 77/12 77/13 77/14
whether [14] 5/1 28/5 40/17 41/14 43/20 44/2 46/1 56/24 75/18 75/21 77/13 77/14 81/16 85/22
which [74] 7/16 8/8 9/4 10/12 11/21 13/19 14/7 15/6 16/7 17/16 18/5 18/16 20/21 21/6 21/21 21/22 24/3 24/5 24/14 25/4 28/10 31/18 35/21 35/22 36/3 36/14 36/21 36/22 37/3 37/12 37/25 38/2 38/6 38/15 38/16 38/17 38/25 39/12 39/14 41/11 44/24 50/18 52/17 53/5 53/10 53/24 55/3 55/10 55/20 56/5 62/6 62/18 64/6 64/8 64/10 65/18 67/5 67/16 67/18 69/4 69/10 71/5 72/22 78/4 81/21 82/5 82/25 83/4 83/6 86/6 87/2 88/14 88/15 88/21
while [3] 8/4 41/8 49/25
who [28] 6/6 14/17 18/6 19/1 23/16 35/10 36/6 36/7 36/9 36/19 38/21 39/7 40/4 40/14 49/8 51/13 52/23 54/6 55/16 58/11 60/8 60/18 61/21 68/9 70/17 76/18 79/1 86/19
who's [1] 69/15
Whoa [1] 41/16
whole [6] 25/9 48/16 48/17 57/25 60/9 60/15
whom [1] 51/23
whose [2] 61/6 65/9
why [12] 5/15 7/21 7/21 13/12 31/21 38/8 39/8 52/2 69/6 75/18 79/22 81/14
wide [1] 66/22
wide-reaching [1] 66/22
wild [1] 69/2
will [24] 23/5 33/7 33/7 33/8 33/19 34/21 34/23 34/23 36/7 39/3 44/7 49/3 60/4 63/1 63/3 66/6 66/11 68/2 69/10 79/3 84/25 85/13 85/14 87/14
within [6] 6/24 29/17 47/14 55/17 55/21 60/21
without [5] 6/14 6/14 13/9 38/14 90/6
witness [4] 36/7 56/8 58/10 76/20
witnesses [12] 33/7 33/11 33/14 33/16 33/21 33/22 33/22 58/2 58/8 58/9 73/10 76/23
won [1] 41/17
won't [5] 11/15 22/13 65/24 69/10 75/12
word [2] 4/4 47/3
work [12] 13/5 29/22 33/23 46/7 46/18 64/18 82/8 82/10 83/5 83/23 83/25 84/25
worked [12] 29/25 41/21 44/17 44/20 45/1 49/8 50/1 50/3 50/5 50/5 50/7 70/8
working [8] 38/10 47/23 48/5 49/25 60/8 69/16 80/8 82/5
works [4] 44/14 44/20 53/16 86/25
world [4] 22/25 39/3 69/13 72/22
worldwide [6] 22/22 22/23 29/6 58/25 60/12 84/6
worse [1] 20/16
would [59] 4/20 7/15 8/6 8/7 9/16 12/10 13/1 14/9 16/19 16/21 16/24 17/12 17/22 19/9 21/18 27/10 28/9 29/5 29/6 29/7 29/10 30/23 31/6 31/15 31/20 32/4 32/12 32/19 32/19 33/21 33/22 34/3 34/17 35/14 37/3 38/11 41/24 42/6 48/1 49/18 50/14 50/16 54/15 57/17 57/17 58/23 58/23 60/17 63/14 69/21 71/10 71/11 72/19 74/25 75/9 80/9 82/9 82/11 85/10
wouldn't [3] 18/18 33/25 56/12
Wow [1] 40/18
wrap [1] 66/12
write [2] 6/19 38/11
writer [1] 6/17
writes [1] 8/20
wrong [3] 6/8 43/5 43/6
wrongfully [1] 19/21
wrote [1] 6/20

Y

Yeah [3] 4/24 10/15 15/19
year [3] 38/13 43/14 43/18
years [4] 46/2 69/13 76/7 84/3
yes [10] 11/13 22/7 24/12 25/21 28/8 30/6 74/20 76/5 78/20 79/16
yet [4] 16/20 24/24 41/22 47/4
Yordy [1] 86/2
you [199]
you'll [2] 4/9 74/6
you're [9] 20/15 20/15 22/8 23/21 28/4 29/9 43/6 46/16 65/11
you've [8] 4/17 28/4 34/14 34/15 50/13 64/23 65/11 65/22
young [7] 2/17 65/8 69/7 69/15 69/20 70/17 74/7
your [126]

Z

Zealand [27] 23/7 27/7 31/22 31/25 32/18 34/11 36/4 37/2 37/4 38/2 45/23 45/25 46/8 46/17 46/24 47/2 48/2 48/8 48/15 48/18 49/14 49/15 56/6 58/18 73/11 74/24 75/8